

Sweetwater Hospital Association  
304 Wright Street  
Sweetwater, TN 37874

Request for Proposal

**Nuclear Medicine Equipment Vendor**

Owner: Sweetwater Hospital Association

Project Name: Nuclear Medicine Equipment

RFP ID# NMEV - 0001

RFP Open Date: February 24<sup>th</sup>, 2025

RFP Close Date: March 17<sup>th</sup>, 2025 at 5:00 PM EST

Project Manager

Melissa Harris

423-836-0918 – Cell

865-213-8399 – Office

[melissa.harris@sweetwaterhospital.org](mailto:melissa.harris@sweetwaterhospital.org) – Email

## Request for Proposal: Nuclear Medicine Equipment

Sweetwater Hospital Association (“SHA” or “Owner”) invites qualified respondents to submit Proposals for hospital grade Nuclear Medicine Equipment (NME) for replacement of current NME located on the main campus in Building A of Sweetwater Hospital Association (the “Facility”) at 304 Wright Street, Sweetwater, Tennessee 37874.

The successful respondent will serve as the Nuclear Medicine Equipment Vendor (“NMEV”) in consultation with the Owner, Project Manager, through all phases of the project, including, but not limited to, assignment of project manager, site evaluation, installation plan development, preparation of installation documents, installation and startup, facility staff training, and project evaluation and closeout.

Additional detail regarding the scope of services is provided in **Exhibit A** to this RFP.

It is SHA’s intent that the resulting contract be funded, in whole or in part, by proceeds from the American Rescue Plan Act (“ARPA”) administered through the Tennessee Department of Health as part of the Health Care Resiliency Program (“HRP”). Accordingly, all work must be completed in compliance with the U.S. Department of Treasury rules and guidance for the use of Coronavirus State and Local Fiscal Recovery Funds, as well as Federal laws, regulation, executive orders, and the rules applicable to federal grants, including the HRP, located at 2 C.F.R. Part 200. The resulting contract must contain the provisions required by 2 C.F.R. § 200.327, which are included for reference in **Exhibit G** to this RFP. Note that the HRP is a reimbursement grant program with monthly invoicing required. The successful Respondent must submit its invoices in an agreed-upon template form.

This project is on a strict timeline. All grant funds must be expended (project must be complete, final invoices submitted, and final payments made) by June 30, 2026. The vendor winning this bid award must be capable of starting work immediately and providing the required deliverables according to an acceptable timeline (**SHA requires project completion by June 30, 2025**).

**Proposals are due by March 17<sup>th</sup>, 2025 at 5:00 PM EST.** Further instructions for submission of proposals are contained in this RFP.

Interested persons or entities may obtain the RFP and any addenda by e-mailing Melissa Harris at melissa.harris@sweetwaterhospital.org. SHA will also publicize the RFP and any addenda via its website, <https://sweetwaterhospital.org/wp-content/uploads/2025/02/RFP-Nuclear-Medicine-Camera2.pdf> and social media pages, including [Facebook](#) and [Instagram](#). All proposals must be submitted via e-mail, subject RFP for NMEV, to Melissa Harris at melissa.harris@sweetwaterhospital.org.

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## General Information

### I. Project Objective

Sweetwater Hospital Association (“SHA” or “Owner”), a Tennessee nonprofit corporation, is requesting proposals from qualified respondents to provide Nuclear Medicine Equipment related to the replacement of current Nuclear Medicine Equipment. The successful respondent will provide equipment to the Owner in consultation with the SHA Project Manager starting at the Site evaluation phase and through project closeout.

The full scope of services is included as **Exhibit A** and incorporated into this Request for Proposals (“RFP”).

### II. Registration

Each Respondent seeking to submit a proposal is requested to register with SHA to receive any addenda to this RFP. Please complete the Registration Form attached as **Exhibit B** and e-mail the completed form to Melissa Harris at [melissa.harris@sweetwaterhospital.org](mailto:melissa.harris@sweetwaterhospital.org) on or before 5:00 PM EST on **March 3<sup>rd</sup>, 2025 at 5:00 PM EST** with “RFP ID# - NMEV - 0001” in the subject line. Any addenda to this RFP will be publicized on SHA’s website, <https://sweetwaterhospital.org/wp-content/uploads/2025/02/RFP-Nuclear-Medicine-Camera2.pdf> social media accounts ([Facebook](#), [Instagram](#)) and available by e-mailing Melissa Harris at [melissa.harris@sweetwaterhospital.org](mailto:melissa.harris@sweetwaterhospital.org). It is the responsibility of each Respondent to ensure that it obtains all addenda and SHA shall have no responsibility to provide any addenda issued under this RFP to any Respondent; however, SHA will use its best efforts to provide any addenda to those Respondents that submit a registration form.

### III. Changes and Interpretations

SHA reserves the right, and has absolute and sole discretion, to cancel this solicitation at any time prior to execution of a resulting contract.

SHA reserves the right to request clarification of information submitted and to request additional information of any Respondent. Any such request should not be construed by a Respondent as an indication of selection to provide proposed services.

Respondents shall not direct any queries or statements concerning their proposal to SHA staff during the selection process, from the time of submission of a proposal until the execution of a contract. Any Respondent who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. No oral interpretation of this RFP shall be considered binding.

All questions or concerns regarding this RFP must be submitted in writing via e-mail no later than the date indicated in the RFP Timetable below, to the attention of the Project Manager, Melissa Harris, at [melissa.harris@sweetwaterhospital.org](mailto:melissa.harris@sweetwaterhospital.org) referencing the RFP name in the subject line. Any responses to Respondents’ questions or concerns will be addressed, if at all, by addenda.

Respondents are urged to visit the site where the work is to be performed before submitting a proposal to conduct due diligence. Respondents are encouraged to request to schedule site visits with Melissa Harris by email at [melissa.harris@sweetwaterhospital.org](mailto:melissa.harris@sweetwaterhospital.org).

#### IV. **Property of SHA**

All materials submitted in response to this RFP become the property of SHA. SHA has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

#### V. **RFP Timetable**

The anticipated schedule for this RFP and contract approval is as follows (all times Eastern):

RFP Posted	February 24, 2025 by 5:00 PM
Registration Forms Due	March 3 <sup>rd</sup> , 2025 by 5:00 PM
Site Visits	as Scheduled
Questions from Potential Respondents Due	March 7 <sup>th</sup> , 2025 by 5:00 PM
Issue Addendum (if necessary)	March 12 <sup>th</sup> , 2025 by 5:00 PM
Proposal Submission Deadline	March 17 <sup>th</sup> , 2025 by 5:00 PM
Evaluation Begins	March 17 <sup>th</sup> , 2025 by 5:00 PM
Respondent Interviews (if necessary)	March 17 <sup>th</sup> – 18 <sup>th</sup> , 2025 by 5:00 PM
Notice of Award Issued	No later than March 18 <sup>th</sup> , 2025 by 5:00 PM

**SHA reserves the right to amend the anticipated schedule as it deems necessary.**

#### VI. **Ethics Requirement**

This RFP is subject to SHA's policy governing conflicts of interest in procurement and contract administration. Accordingly, there are prohibitions and limitations on the activities of SHA's personnel and contractors. Respondents are highly encouraged to review this policy to ensure compliance with the same (available upon request).

All Respondents shall submit a signed statement regarding conflicts of interest with their proposal on the form provided herein (**Exhibit C**).

#### VII. **Disclaimer**

In its sole discretion, SHA may withdraw this RFP either before or after receiving proposals, may accept or reject any proposal, and may accept a proposal which deviates from the non-material provisions of this RFP. Through its own investigation and in its sole discretion, SHA may determine the qualifications, experience, and acceptability of any Respondent submitting a proposal in response to this RFP. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information, and assurances, including, but not limited to, financial

and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners, and employees, as requested by SHA. Any action taken by SHA in response to submitted proposals or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability, or obligation on the part of SHA, or its advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

#### VIII. **Contract Agreement / Compensation**

The contract award must be amended to comply with the federal grant regulation at 2 C.F.R. Part 200 and as negotiated by the parties. The contract fee structure shall be a fixed cost type. Any change to the scope of work, as included in the executed contract, must be approved by the SHA Project Manager in writing.

The contract must include the contract provisions required by 2 C.F.R. § 200.327 and U.S. Department of Treasury rules and guidance for the use of Coronavirus State and Local Fiscal Recovery Funds. For reference, these provisions are provided in **Exhibit G** to this RFP.

Successful Respondent will be compensated based on approved payment applications using an agreed upon template form. Pay applications must be submitted to the Project Manager. Payments shall be made the month following an approved pay application.

#### IX. **Insurance Requirements; Safety Precautions; and Limitation of Liability**

The Respondent selected for award shall obtain or possess the following insurance for the duration of the resulting contract:

- **Worker's Compensation:**
  - Statutory Limit
- **Employer's Liability:**
  - Bodily Injury by Accident **\$1,000,000** per Accident;
  - Bodily Injury by Disease **\$1,000,000** per Employee;
  - **\$2,000,000** aggregate Policy Limit
- **Comprehensive General Liability (including completed operations and contractual liability insurance for bodily injury, death, or property damages):**
  - Comprehensive General Liability **\$ 1,000,000** per Occurrence
  - **\$3,000,000** aggregate Policy Limit
- **Comprehensive Automobile and Auto Liability Insurance (covering owned, hired, leased, and non-owned vehicles):**
  - Bodily injury (including death) **\$1,000,000** per Person;

- \$1,000,000 per Occurrence;
- Property Damage \$ 1,000,000 per Person;
- \$1,000,000 per Occurrence;
- No aggregate Policy Limit
- **Professional Liability:**
  - \$1,000,000 per Occurrence;
  - \$3,000,000 aggregate Policy Limit

The successful Respondent will provide Certificates of Insurance to SHA, with the Certificate Holder listed as SHA, to verify such coverage as a condition precedent to award.

The Respondent shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to its employees on the job, and others. The Respondent shall comply with all applicable provisions of federal, state, and local safety laws, insurance requirements, standard industry practices, the requirements of the operations, and the awarded contract. The Respondent, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting danger signs, placards, labels, or posting other forms of warnings against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation and/or removal of bio-solids, biohazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, the Respondent, its subcontractor(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials and hazardous operations, and shall exercise utmost care and perform such activities under the supervision of properly qualified and or competent personnel.

The Respondent shall promptly remedy damage and loss to property caused in whole or in part by the it, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

#### X. **Record Retention Requirements**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least ten years after completion of the contract resulting from this RFP. SHA shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible to SHA at the Contractor's local place of business for purposes of inspection, reproduction, and audit, without restriction. If records are unavailable locally, it shall be the Contractor's responsibility to ensure that all required records are provided to SHA at the Contractor's expense.

#### XI. **Subcontracting**

If the Contractor intends to subcontract any portion of the work under the awarded contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses,



women's business enterprises, and labor surplus area firms<sup>1</sup> are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Diverse Business Enterprise (DBE) participation is strongly encouraged. If you have any questions regarding this process, please contact Melissa Harris by email at [melissa.harris@sweetwaterhospital.org](mailto:melissa.harris@sweetwaterhospital.org).

## XII. Evaluation and Award

SHA will evaluate each Respondent's proposal and select the offeror that offers SHA the best value, as determined in SHA's sole discretion. SHA and the selected Respondent will enter into contract negotiations. If the parties fail to agree on the resulting contract terms, SHA may break off negotiations and select the Respondent whose proposal offers the next best value to SHA. If necessary, SHA will then conduct negotiations with successive offerors in descending order until a contract award can be made to the offeror whose proposal is acceptable, in SHA's sole discretion. SHA reserves the right to award the contract to a Respondent other than the least-cost offeror.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by SHA. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified.

As part of the evaluation process, SHA may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Submission of a proposal in response to this RFP constitutes acknowledgment of the investigation process and consent to SHA's investigation. SHA is the sole judge in determining a Respondent's qualifications.

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<sup>1</sup> A list of labor surplus areas is available on the U.S. Department of Labor's website at <https://www.doleta.gov/programs/lssa.cfm>.

While SHA allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to SHA.

**Respondent and its subcontractors must not be debarred, suspended, or otherwise excluded from federal contracting and should be in good standing on sam.gov. If Respondent is not registered on sam.gov, it must commit to doing so if awarded the contract.**

A. Interviews/Oral Presentations

SHA will evaluate each Respondent’s submission in accordance with the evaluation criteria listed below. Upon completion of the evaluation, SHA may develop a short list of Respondents that may be scheduled for structured oral presentations, demonstrations, and/or interviews for use in further evaluation of the responses. No Respondent or subcontractor of any Respondent may attend presentations of any other Respondent. If necessary, Respondents may be scheduled for more than one presentation, demonstration, and/or interview. Following the interviews, SHA will summarize their findings and recalculate final scores, if needed. SHA is not required to perform Respondent interviews to award a contract pursuant to this RFP.

B. Evaluation Criteria and Scoring

The evaluation of the proposal will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered “Qualified,” a Respondent must receive a minimum 70 points.**

Evaluation Criteria	Maximum Available Points
<u>Firm Qualifications</u> <ol style="list-style-type: none"> <li>1. History, specifically with NM equipment;</li> <li>2. Quality of healthcare references/reputation, including service (local service availability);</li> <li>3. Experience in the requested equipment.</li> </ol>	20
<u>Technical Approach</u> <ol style="list-style-type: none"> <li>1. Contractor’s general approach to the proposed project to include project manager, implementation plan, schedule, quality assurance, and accountability;</li> <li>2. Suitability of equipment footprint including submitted floorplan.</li> </ol>	30
<u>Equipment Features</u> <ol style="list-style-type: none"> <li>1. Capabilities for processing of general nuclear medicine studies, as well as, SPECT imaging and processing for tumor, bone, and myocardial perfusion studies;</li> <li>2. Equipment footprint and requirement for facility modifications;</li> <li>3. Training curve and long-term ease of use;</li> <li>4. Patient comfort and positioning options.</li> </ol>	30

<u>Cost Effectiveness and Lead Time</u> 1. Equipment pricing; 2. Service Agreement pricing; 3. Lead time to project completion (prior to June 30, 2025).	20
<b>Total</b>	<b>100 points</b>

### XIII. **Proposal Format**

Respondents must submit proposals electronically in searchable .pdf format via e-mail in a clear, concise format, on 8 1/2" x 11" paper in English to Melissa Harris at [melissa.harris@sweetwaterhospital.org](mailto:melissa.harris@sweetwaterhospital.org) with the subject "RFP ID# - NMEV - 0001" by **March 17<sup>th</sup>, 2025 at 5:00 PM EST**. If the .pdf file is too large to transmit via e-mail, Respondents may send a safe and secure file sharing link, such as Dropbox or Sharepoint. Proposals submitted by any other means shall not be accepted. It is the sole responsibility of the Respondent to ensure that its proposal arrives by the deadline. SHA reserves the right to reject any proposals received after the specified time and date.

Information should be organized in sections as described below. Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference materials included in the additional documents.

Costs of proposal preparation, attendance, and preparation for a Respondent interview, if any, or any other costs incurred to respond to this RFP are the sole responsibility of the Respondent. SHA assumes no responsibility for any such costs incurred by the Respondent.

Proposals must be signed by a person having the authority to bind the Respondent in a resulting contract.

#### A. **Table of Contents**

#### B. **Cover Letter / Executive Summary (2-page limit)**

- Provide a cover letter, signed by an authorized representative of the Respondent, indicating the Respondent's commitment to provide the equipment proposed. Submission of a signed proposal is Respondent's certification that the Respondent will accept any awards made as a result of this RFP.
- The Executive Summary should include a brief overview of the proposed project plan including, but not limited to, name of project manager, strategy for implementation, timeline, and understanding of the RFP equipment technical requirements.

#### C. **Respondent's Qualifications and Personnel (2-page limit)**

- Provide an overview of the Respondent's company history and qualifications in providing the requested nuclear medicine (NM) equipment.

- Identify the key personnel who will be committed to working on the project, including the project manager and provide their resumes. Advise whether key personnel will work remotely or be available on-site (as necessary). Resumes must provide an overview of their experience and capabilities and include at a minimum how long they have been working in their relevant positions. Resumes will not be included in the 4-page limit.
- Note experience with the procurement, contracting, and documentation requirements as laid out in applicable Federal regulations, including those found at 2 C.F.R. 200 and rules promulgated by the U.S. Treasury for ARPA-funded projects.

D. [Equipment Features and Installation \(3-Page Limit\)](#)

- Provide detailed information regarding the capabilities and features of the proposed equipment.
- Provide project detail including assignment of a NMEV Project Manager and team, site evaluation, deinstallation and installation design and planning, documentation of the project timeline, equipment removal and delivery (including rigging), installation, calibration and initial start-up, SHA staff training, and project evaluation and close out. The project plan should include processes to maximize quality and safety and minimize cost and downtime.
- Provide a list of anticipated set of deliverables for this project and a timeline associated with submission of each deliverable to ensure completion of the Project and the closeout process by June 30, 2025.

E. [Similar Projects and References \(Exhibit D\)](#)

Respondents shall provide a minimum of three references on the forms provided at **Exhibit D** demonstrating their experience and/or skill with similar projects. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

F. [Pricing](#)

Provide detailed pricing information for all nuclear medicine equipment deliverables.

G. [Appendix – Other Relevant and Supporting Documentation](#)

The Appendix must include the following:

- Conflict/Non-Conflict of Interest Statement (**Exhibit C**)
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters (**Exhibit E**)
- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (**Exhibit F**)
- Any additional information the Respondent considers relevant (optional).

#### XIV. **Protests**

All decisions of SHA with respect to this RFP and resulting contract award will be final and not subject to challenge or protest.

#### XV. **Exhibits**

This RFP consists of the following exhibits (which are incorporated herein by reference):

- Exhibit A Scope of Services
- Exhibit B Registration Form
- Exhibit C Conflict/Non-Conflict of Interest Statement
- Exhibit D References Form
- Exhibit E Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Exhibit F Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- Exhibit G Required Provisions for Contracts Under Federal Grants (may be included as contract Addendums)

END OF RFP – RFP EXHIBITS FOLLOW

## Exhibit A: Scope of Services

### RFP for Nuclear Medicine Equipment Vendor

This Project is located on the main hospital campus in Building A at 304 Wright Street, Sweetwater, TN 37874.

The proposed space, currently occupied by nuclear medicine equipment to be replaced, is an irregular shape that is approximately 441 square feet (29.4 X 15 ft). See Exhibit H Nuclear Medicine Floor Plan. The ceiling height is 7.5 ft throughout. Power, ventilation, and sprinkler heads are noted on the Floor Plan. There are two 36" and one 48" entry doors. This space has been the home to the current nuclear medicine camera, control space, and hot lab for more than 25 years. Adjacent spaces include a hallway, CT, and patient waiting.

The space is located on the ground floor of Building A atop a concrete slab with vinyl tile covering. The approach for deinstallation and installation will be from the front parking area accessible via Wright, Morris, or Summit Streets. There is significant slope in this parking area which requires careful consideration during equipment movement planning.

This project will require assignment of a NMEV Project Manager and team, site evaluation, deinstallation and installation design and planning, documentation of the project timeline, equipment removal and delivery (including rigging), installation, calibration and initial start-up, SHA staff training, and project evaluation and close out.

The project plan should include processes to maximize quality and safety and minimize cost and downtime. Throughout the project, the NMEV Project Manager will cooperate and/or consult with the SHA Project Manager as appropriate.

This project is on a strict timeline. The vendor winning this bid award must be capable of starting work immediately and providing the required deliverables according to an acceptable timeline. The project must be complete including final invoices submitted and paid by June 30, 2025.

#### Project Funding

The resulting contract will be funded, in part or in whole, with ARPA funding administered through the Tennessee Department of Health as part of the HRP. Accordingly, all work must be completed in compliance with the U.S. Department of Treasury rules and guidance for the use of Coronavirus State and Local Fiscal Recovery Funds, as well as Federal laws, regulation, executive orders, and the rules applicable to federal grants, including the HRP, located at 2 C.F.R. Part 200. SHA intends on matching the amount of ARPA funding committed to this Project.

**Exhibit B: Registration Form**  
**RFP for Nuclear Medicine Equipment Vendor**

Respondents should complete and return this form to Melissa Harris at [melissa.harris@sweetwaterhospital.org](mailto:melissa.harris@sweetwaterhospital.org) prior to 5:00 PM EST on **March 3<sup>rd</sup>, 2025** in order for SHA to provide any addenda issued for this RFP. It is the responsibility of each Respondent to ensure its receipt of all addenda regardless of registration. SHA will publicize any addenda via its website, <https://sweetwaterhospital.org/wp-content/uploads/2025/02/RFP-Nuclear-Medicine-Camera2.pdf> and social media pages, including [Facebook](#) and [Instagram](#). Addenda can be obtained by contacting to Melissa Harris at [melissa.harris@sweetwaterhospital.org](mailto:melissa.harris@sweetwaterhospital.org).

Name of Respondent: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**Exhibit C: Conflict/Non-Conflict of Interest Statement**  
**RFP for Nuclear Medicine Equipment Vendor**

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Failure to check the appropriate boxes above may result in disqualification from the procurement. Likewise, failure to provide documentation of a possible conflict of interest may result in disqualification from the procurement.

Signed, as to both statements:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_



Exhibit D: References

RFP for Nuclear Medicine Equipment Vendor

List three references for whom you have provided similar projects successfully completed in the past five years. Attached additional sheets if necessary.

Completed Project #1

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Completed Project #2

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Completed Project #3

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

**Exhibit E: Certification Regarding Debarment,  
Suspension and Other Responsibility Matters  
RFP for Nuclear Medicine Equipment Vendor**

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

**Terms Defined**

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition

Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)

- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

#### **Instructions for Certification**

1. By signing and submitting this proposal or agreement, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this proposal or agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by signing or certifying and submitting this proposal or agreement that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—  
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this proposal or agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Respondent Name	RFP Number
Name	Title
Signature	Date

**Exhibit F: Certification Regarding Lobbying For  
Contracts, Grants, Loans, And Cooperative Agreements  
RFP for Nuclear Medicine Equipment Vendor**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESPONDENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, RESPONDENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
Signature of Respondent's Authorized Official

\_\_\_\_\_  
Name and Title of Respondent's Authorized Official

\_\_\_\_\_  
Date

**Exhibit G: Required Provisions for Contracts Under Grants**  
**RFP for Nuclear Medicine Equipment Vendor**

Pursuant to 2 C.F.R. § 200.327, the attached contract provisions are to be incorporated into the contract, as addendums, as a result of this RFP.

	<b>DOCUMENT TITLE</b>
<b>ADDENDUM #1</b>	FEDERAL CONTRACT PROVISIONS – NON-CONSTRUCTION <ul style="list-style-type: none"> <li>• COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS</li> <li>• EQUAL EMPLOYMENT OPPORTUNITY</li> <li>• COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT</li> <li>• CLEAN AIR ACT</li> <li>• FEDERAL WATER POLLUTION CONTROL ACT</li> <li>• PROCUREMENT OF RECOVERED MATERIALS</li> <li>• DOMESTIC PREFERENCE FOR PROCUREMENTS</li> <li>• ACCESS TO RECORDS</li> <li>• PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS</li> </ul>
<b>ADDENDUM #2</b>	BYRD ANTI-LOBBYING AMENDMENT
<b>ADDENDUM #3</b>	DRUG-FREE WORKPLACE AFFIDAVIT

CONTRACT ADDENDEM #1

FEDERAL CONTRACT PROVISIONS – NON-CONSTRUCTION

RFP for Nuclear Medicine Equipment Vendor

**FEDERAL CONTRACT PROVISIONS - (NON-CONSTRUCTION)**

**Compliance with Federal Law, Regulations and Executive Orders**

“This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives.”

**Equal Employment Opportunity**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential



job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through

(8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Compliance with the Contract Work Hours and Safety Standards Act.**

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the t \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

### **Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq

2. The contractor agrees to report each violation to the (Sweetwater Hospital Association) and understands and agrees that the (Sweetwater Hospital Association) will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000

### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (Sweetwater Hospital Association) and understands and agrees that the (Sweetwater Hospital Association) will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

### **Procurement of Recovered Materials**

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

### **Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or

materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

### **Small, Minority, and Women’s Businesses and Labor Surplus Firms**

If the Contractor intends to subcontract any portion of the work under the awarded contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms<sup>2</sup> are solicited and used when possible. Affirmative steps must include:

- (6) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- (7) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- (8) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- (9) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
- (10) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Diverse Business Enterprise (DBE) participation is strongly encouraged.

### **Access to Records**

The following access to records requirements applies to this contract:

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of

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<sup>2</sup> A list of labor surplus areas is available on the U.S. Department of Labor’s website at <https://www.doleta.gov/programs/lssa.cfm>.

the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**Program Fraud and False or Fraudulent Statements or Related Acts**

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

As an authorized representative of, my signature attests to the adherence of

\_\_\_\_\_ to the above Federal Contract Provisions.

(Name of Company)

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

(Date)

CONTRACT ADDENDEM #2

BYRD ANTI-LOBBYING AMENDMENT

RFP for Nuclear Medicine Equipment Vendor

**BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_

Signature of Contractor's Authorized Official

\_\_\_\_\_

Name and Title of Contractor's Authorized Official

\_\_\_\_\_

Date



CONTRACT ADDENDEM #3

DRUG-FREE WORKPLACE AFFIDAVIT

RFP for Nuclear Medicine Equipment Vendor

**DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, the Contractor, an employer of five or more employees contracting with \_\_\_\_\_, the Owner, to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of the Contractor and is duly authorized to execute this Affidavit on behalf of the Contractor.
2. The Contractor submits this Affidavit pursuant to Tennessee Code Annotated (TCA) § 50-9-113, which requires each employer with five or more employees receiving pay who contracts with the state to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with TCA Title 50, Chapter 9.
3. The Company is in compliance with TCA § 50-9-113.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

END OF AFFIDAVIT

