



St. Vincent's Southside Hospital

Jacksonville, FL

Request for Proposal

Roof Securement Enhancement

St. Vincent's Southside FEMA Project

Joe Adams and Roger Main Buildings

03/28/2024



Summary of Request

On behalf of Ascension St. Vincent's Southside Hospital ("Owner") in Jacksonville, FL, Medxcel Facilities Management ("Medxcel") is seeking roofing proposals from Vendors ("Vendor") for Roof Securement Enhancement at the Roger Main and Joe Adams Medical Office Buildings.

The overall strategy will be executed via Ascension's Integrated Project Delivery agreement, in which all the architects, engineers, consultants, and contractors will participate as the Integrated Project Delivery Team.

The terms of the Request for Proposal (RFP) process and the steps and processes set forth herein are subject to change at the discretion of Medxcel and the Owner. Nothing herein, including the firm's response to or participation in the RFP process, shall be deemed or construed as a right to, or promise of, any contract award or business from or with Ascension Health and/or its Subsidiaries, Health Systems, and Hospitals. The owner reserves the right to select a Vendor based on the best pricing, proposed team, Purchase Order language acceptance, responsiveness of RFP, and/or current enrollment into Owner systems to provide the best Project delivery for the Owner.

Proposals are hereby requested based on the identified expertise and experience necessary to achieve the Owner's strategic objective.

Vendors must send the Vendor Response Form and Proposal to Matt Snyder (matt.snyder@medxcel.com) no more than **14 business days** from the posting.

All correspondence and questions before the response deadline shall be directed via e-mail to:

Matt Snyder
Construction Project Manager
Medxcel
Jacksonville, FL 32204
Cell: 772-359-5940
matt.snyder@medxcel.com

AND

Angie Severeid
Project Analyst
Medxcel
Indianapolis, IN 46278
Office: 317-778-3970
angie.severeid@medxcel.com

Responses must be transmitted via e-mail by 04/18/2024, following the instructions below. Submissions received after this time will not be considered.

Submission Instructions:

E-Mail To: matt.snyder@medxcel.com
 CC: angie.severeid@medxcel.com
 Subject: SV Southside FEMA Project – RFP Response – *Firm Name*
 Attachments: SV Southside FEMA-RFPResponse-TransmittalLetter-*FirmName*.pdf
 SV Southside FEMA-RFPResponse-A3-Fees and Pricing-*FirmName*.pdf
 SV Southside FEMA-RFPResponse-A3-FirmProject Team-*FirmName*.pdf
 SV Southside FEMA-RFPResponse-Supplement-Qualifications-*FirmName*.pdf
 SV Southside FEMA-RFPResponse-Supplement-SrMgmtRep-*FirmName*.pdf
 SV Southside FEMA-RFPResponse-Supplement-ProjMgmtRep-*FirmName*.pdf
 SV Southside FEMA-RFPResponse-Supplement-SMERep-*FirmName*.pdf

Scope of Work

Medxcel seeks to contract roof securement enhancement with a selected Vendor and its key individuals to achieve the Project goals.

This RFP pertains to the roof securement enhancement of roof zones 1, 2, 4, 5, and 6, as indicated in the Building Envelope Technical Services Report.

Site Name	Address	GPS
St Vincent Medical Center Joe Adams Building	4205 Belfort Rd, Jacksonville, FL 32216	30.25407085699325, - 81.58167203068327
Roger Main Building, St. Vincent's Southside	4203 Belfort Rd, Jacksonville, FL 32216	30.25260401335481, - 81.5814189169057



Pricing shall include, but not be limited to, fastener enhancement at roof zones 1, 2, 4, 5, and 6, as referenced in the attached Envelope Technical Services Report. The proposed fastener enhancement effort shall bring the

failed roofing areas up to the current Florida Building Code or Miami Dade Specifications, whichever is greater. The roof enhancement shall protect against 144 MPH and 145 MPH winds, respectively, or the wind speed protection and impact requirements indicated by the effective Florida Building Code when permits are issued.

The Project

The Project shall be delivered in alignment with the Ascension IPD Master Services Agreement. The Master Service Agreement for Services will be executed with the terms, conditions, and fee schedule as-is, with no negotiation. In addition to the MSA contract documents, the vendor shall be responsible for completing all Owner-required enrollment forms to enroll into the Medxcel system for payment and other forms attached in the RFP. Forms include:

- Attachment Flowdown Terms – Required Federal Contract Provisions – March 7, 2024
- Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- The Resource Group - Supplier Add/Edit Form
- The Resource Group - Ascension Supplier ACH Form
- Form W-9 – Request for Taxpayer Identification Number and Certification

Forms are provided as part of the RFP packet under attachments.

The general scope of the Project shall be based on certain key elements.

Statement of Purpose

The purpose of this Scope of Work (SOW) is to protect St. Vincent's Southside, located in Jacksonville, Duval County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) DR4337-0523-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The Sub-Recipient, St. Vincent's Health System, agrees to administer and complete the project per the scope of work submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State, and Local Laws, Regulations, and Codes.

General Qualifications

Medxcel seeks to engage with a selected Partner and its key individuals to achieve the Project goals through participation in the pre-construction process, schedule management, cost management, and work execution.

Medxcel intends to onboard one roofing vendor.

The selected roofing vendor shall provide key team members a voice in driving the development and completion of the Project. The individuals shall be the primary, devoted personnel who will communicate and coordinate the services and efforts under the leadership of Medxcel.

Project Overview

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient (Saint Vincent's Healthcare Inc) is required to wind/rain retrofit Roger Main and Joe Adams buildings. The work for this RFP is to help Medxcel and Ascension with enhancing the roof securement of roof zones 1, 2, 4, 5, and 6, as indicated in the Building Envelope Technical Services Report.

All installations shall strictly comply with the Florida Building Code or Miami Dade Specifications, and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer's specifications. The project shall provide protection against 144 MPH and 145 MPH winds, respectively, or the wind speed protection and impact requirements indicated by the effective Florida Building Code when permits are issued.

Key Team Member Attributes and Qualifications

Medxcel is committed to ensuring the following qualifications exist within the Project Delivery Team. The partnership we intend to create must be strengthened by the Contractor and key individuals who have exemplified these attributes through their previous and current work accomplishments.

Attributes for this Request for Proposal:

Similar Project Scope Experience	Well Building Principles
Lean Construction Practices	Modularization & Pre-Fabrication
Patient-Centered Project Management	Innovation & Creativity
Integrated Project Delivery Experience	Collaborative Project Management System
Positive Team Chemistry	Engagement of Local Partners
Safety Program and Culture	Fiscal Transparency

Team Composition and Roles

The Project's primary objective is that the team members work collaboratively, creatively, and authentically to challenge and support ideas, means, methods, and concepts to achieve a timely, budget-respected project.

Three teams will be driving this project's implementation:

Executive Management Team

Project Management Team

Project Implementation Team

Executive Management Team

The Executive Management Team will comprise C-Level Executive(s) with binding signatory authority from each party participating in the Integrated Project Delivery Agreement. These individuals shall not be decision-makers of any other project teams. The function of this team is to manage dispute resolution and support the Project Management Team. A senior leader from Ascension St. Vincent's Southside Hospital will participate on this team.

Project Management Team

The core of the Project Management Team shall be composed of one representative each from the Owner, architect, engineer, interior designer, and contractor. The core team may elect other key parties to participate in this decision-making team. Each shall be given one voice in the decision-making process for the delivery and execution of the project. Members of this core team shall not serve as members of the Executive Management Team. The Owner's role shall be to have one voice in the team even though the Owner may have many members in consultation for the execution of the project. The Owner's voice will come from the Construction Project Manager assigned to the Project by Medxcel Planning, Design & Construction.

Project Pre-Construction Team

The Project Pre-Construction Team will be key stakeholders in optimizing project results by helping drive the design and costing. The Team shall consist of all stakeholders and influencers to ensure the successful alignment of the project. The Owner's primary field voice shall come from the Construction Project Manager assigned to the Project by Medxcel Planning, Design, and Construction (PDC).

Project Implementation Team

The Project Implementation Team will be the key stakeholders in optimizing project results by providing clear paperwork, oversight, and management throughout the project's start-to-finish delivery. Please outline team members using the Vendor Response Form on page 11.

Purchase Order Pricing

Please complete the total scope pricing (not including freight or other Non-Taxable Items) in the **Vendor Response Form** on page 11.

RFP Bid Scoring

Cover Sheet and Firm Information	y/n
Assigned Personnel and Experience	5
Previous Experience with Size and Project Scope Completed	15
Projected Schedule and Current Workload	15
Project Approach and Contract Revisions	10
Cost Proposal	30
Knowledge & Experience with Local Regulations, ICRA & Health Care Facilities	25

Qualifications and Proposal Submission

Medxcel requests that responses be composed in the following formats and speak to the following qualifications. Refer to Page 2 for file naming conventions.

- A. **Required:** One (1) electronic (PDF) copy of a two-sided single-sheet document on A3 paper (11" x 17", Ledger) expressing and identifying the firm's interest, confirmation of established fees, and proposed staffing and general conditions costs to the Owner.

- B. **Required:** One (1) electronic (PDF) copy of a two-sided single-sheet document on A3 paper (11"x17", Ledger) identifying the firm's proposed team, including the organizational chart and contractual relationship between any identified project participant firms. Discuss responsibilities to be fulfilled by each team member assigned to the project.

- C. **Required:** One (1) electronic (PDF) copy of a two-sided single-sheet document on A3 paper (11"x17", Ledger) addressing the firm's qualifications regarding the following topics and addressing the key attributes and qualifications as identified earlier in this document (enumerate answers in alignment with the following):
 1. Firm's determinants to project success,
 2. Firms design approach and methodology,
 3. Firm's preconstruction approach, including budget development, scope and cost alignment, constructability, market engagement, logistics planning and technology,
 4. Firm's approach to project cost control methodology,
 5. Firm's responsiveness to owner's concerns,
 6. Firm's lean principles,
 7. Showcase of Firm's similar project achievements,

8. Showcase efforts, practices, processes, or innovations the firm developed to aid a project team in delivering a project that successfully brought cost, time, and quality to a desired or unexpected beneficial outcome.

D. **Optional:** A supplemental five-page (8 ½" x 11" size) electronic (PDF) document may be submitted to supplement and support the firm's accomplishments and attributes.

E. **Required:** One (1) electronic (PDF) copy of a one-sided single-sheet document on A3 paper (11"x17", Ledger) addressing the individual identified for the Executive Management Team's core membership qualifications regarding the following topics and addressing the key attributes and qualifications as identified earlier in this document (enumerate answers in alignment with the following):

1. Professional credentials, experiences, and career accomplishments (beyond experiences with the firm)
2. Previous or Current Leadership roles under an IPD structure (of any type)
3. Related Projects
4. Key Beliefs Regarding:
 - a. Cost Control
 - b. Schedule Management
 - c. Quality / Safety Assessment
 - d. Communication Style
 - e. Conflict Resolution

F. **Optional:** A supplemental two-page (8 ½" x 11" size) electronic (PDF) document may be submitted to supplement and support the individual's accomplishments and attributes.

G. **Required:** One (1) electronic (PDF) copy of a one-sided single-sheet document on A3 paper (11"x17", Ledger) addressing the individual identified for the Project Management Team's core membership qualifications regarding the following topics and addressing the key attributes and qualifications as identified earlier in this document (enumerate answers in alignment with the following):

1. How has this individual supported the firm's determinants of project success?
2. Examples of the individual's creativity, efforts, or innovations the firm deployed to aid a team in delivering a project that successfully brought cost, time, and quality to a desired or unexpected beneficial outcome,
3. Professional credentials, experiences, and career accomplishments (beyond experiences with the firm)
4. Leadership roles under an IPD structure

5. Related Projects
6. Key Beliefs Regarding:
 - a. Cost Control
 - b. Schedule Management
 - c. Quality / Safety Assessment
 - d. Communication Style
 - e. Conflict Resolution

H. **Optional:** A supplemental two-page (8 ½" x 11" size) electronic (PDF) document may be submitted to supplement and support the individual's accomplishments and attributes.

I. **Required:** One (1) electronic (PDF) copy of a one-sided single-sheet document on A3 paper (11"x17", Ledger) for the individual identified as the Subject Matter Expert on the Project Implementation Team's core membership qualifications regarding the following topics and addressing the key attributes and qualifications as identified earlier in this document (enumerate answers in alignment with the following):

1. How has the individual supported the firm's determinants of project success?
2. Examples of the individual's creativity, efforts, or innovations the firm deployed to aid a team in delivering a project that successfully brought cost, time, and quality to a desired or unexpected beneficial outcome,
3. Professional credentials, experiences, and career accomplishments (beyond experiences with the firm)
4. Leadership roles under an IPD structure
5. Related Projects
6. Key Beliefs Regarding:
 - a. Cost Control
 - b. Schedule Management
 - c. Quality / Safety Assessment
 - d. Communication Style
 - e. Conflict Resolution

J. **Optional:** A supplemental five-page (8 ½" x 11" size) electronic (PDF) document may be submitted to supplement and support the collective individuals' accomplishments and attributes.

NOTE: The A3 submittals shall be the primary documents to be referenced by the selection committee. All information responding to the key attributes and qualifications of the firm and individuals must be identified in the A3 submittals.

Selection Process

Medxcel Planning, Design & Construction will review the submitted proposals. Medxcel reserves the right to request additional information from those submitting responses. The following criteria will be considered in the evaluation of the A3 documents submitted with the responses:

- 1) Responses to the A3 submissions as they clearly answer, illustrate, and relate to the qualifications and attributes outlined in this document.
- 2) The proposed qualifications and attributes of the personnel providing direct oversight and contact with Medxcel as members of the Executive Management Team, Project Management Team, and Project Implementation Team.
- 3) Understanding of project goals, general approach, and process to the project.

After Medxcel has reviewed the submittals, the final vendors may be chosen to present and formally interview with Ascension St. Vincent’s leadership.

Should an interview occur, at most five key personnel shall be present at the interview, of which one will serve in the Executive Management Team role, and one other will serve in the Pre-Construction Project Management Team role. Business Development roles are restricted from participating in the interview process. An interview format will be issued with a notice of advancement. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarifications, and conduct discussions with Offerors on the Proposal.

Terms and conditions, fees, prices, etc., shall follow the Ascension IPD Agreement and the Attachment Flowdown Terms. If a mutually acceptable agreement cannot be executed with the top-ranked vendor, the owner may terminate discussions and initiate discussions with the next-ranked vendor.

RFP Timeline for Selection Process

Milestone	Anticipated Date
RFP Posted	04/01/2024
Vendor Pricing Submission	04/18/2024
Owner Review and Intent to Contract Notification	04/23/2024
Purchase Order to Vendor	05/06/2024



Vendor Response Form

Project Name	Ascension St. Vincent's Southside Material – Roof Securement Enhancement
Grant Program	Hazard Mitigation Grant Program – DR4337-0516-R

Submitted By

Vendor Name	
Address	
City	
State	
Zip	
Phone	

Vendor Questions

	Yes	No
Has the Vendor ever worked with the owner on other projects?	<input type="checkbox"/>	<input type="checkbox"/>
Has the Vendor provided services of similar project size and scope?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Vendor or its principals presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency?	<input type="checkbox"/>	<input type="checkbox"/>

Project Implementation Team

Project Manager: _____

General Superintendent: _____

Account Manager/Main Point of Contact: _____

Vendor Cost Proposal

Total Proposal Cost: _____

THE ANSWERS TO THE FOREGOING QUESTIONS AND ALL STATEMENTS HEREIN CONTAINED ARE TRUE AND CORRECT	
Vendor:	
By:	Signature:
Title:	Date:



Attachments

See below for attachments.



Weatherproofing Technologies, Inc.
P: (904) 588-3057
E: klinster@tremcoinc.com

Kristophor C. Linster, P.E., RRC, LEED AP BD+C, CDT, RRO, CEP
Building Envelope Technical Specialist

Building Envelope Technical Services Report St. Vincent's Southside MOB Roof Uplift Testing

February 8, 2024

Matt Snyder
Project Manager
MedXcel Planning Design & Construction

Dear Mr. Snyder:

Weatherproofing Technologies, Inc. (WTI) is pleased to submit our report for completing the wind uplift testing at the Joe Adams and Roger Main Medical Office Buildings at St. Vincent's Southside.

Isolated testing was performed at locations where roof system was prepared to be tested. Diagnostic testing was performed in general accordance with Florida Building Code (FBC) Testing Application Standards (TAS) 117(a) and TAS 124, and focused on the roof systems' ability to resist wind uplift.

We appreciate the opportunity to provide this report and look forward to working with you on future projects. If you have any questions or comments regarding this proposal or require additional services, please do not hesitate to contact the undersigned.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kristophor C. Linster', is written over the printed name below.

Kristophor C. Linster, P.E., RRC, LEED AP BD+C, CDT, RRO, CEI
Building Envelope Technical Specialist
Tremco CPG, Inc./Weatherproofing Technologies, Inc.



ST. VINCENT'S SOUTHSIDE MOB_s FIELD WIND UPLIFT RESISTANCE TEST REPORT

1.0 PURPOSE AND SCOPE

The purpose of our testing was to determine if the existing roof systems would resist wind uplift when tested in accordance with the specified industry test protocols at the prescribed wind pressure of 145 MPH. With this design wind speed the required uplift pressures were given as follows:

Joe Adams – Field: -82 psf, Perimeter: -109 psf, Corner: -148 psf
Roger Main – Field: -74 psf, Perimeter: -98 psf, Corner: -134 psf
MOB Connector – Field: -52 psf, Perimeter: -74 psf, Corner: -101 psf
Roger Main Low Roof – Field: -56 psf, Perimeter: -74 psf, Corner: -101 psf

The specific areas selected for testing were selected by WTI with guidance on the general areas and test methods agreed to by the Owner, Architect, and Contractor.

Add fasteners at both roofs

2.0 TEST RESULTS

The results of our testing are reported in the test reports attached. The field tests provide PASS or FAIL results.

Roger Main - Roof Area 1 (mechanically attached), FAILED – insufficient number of fasteners to correlate to current FPA. Fasteners are in the seams only spaced at 12" o/c throughout and would require 6" o/c spacing to meet just the field pressure needed with additional rows at the perimeter and corner with the highest average seam only mechanically attached pressure listed FPA being -105 psf.

Joe Adams - Roof Area 2 (mechanically attached), FAILED – insufficient number of fasteners to correlate to current FPA. Fasteners are in the seams only spaced at 12" o/c throughout and would require 6" o/c spacing to meet just the field pressure needed with additional rows at the perimeter and corner with the highest average seam only mechanically attached pressure listed FPA being -105 psf.

MOB Connector - Roof Area 3 (fully adhered over LWIC), PASSED.

MOB Connector - Roof Area 4 (fully adhered over LWIC), FAILED – membrane delaminated prior to required pressure.

Roger Main Low - Roof Area 5 (fully adhered over LWIC), FAILED – membrane delaminated prior to required pressure.

Roger Main Low - Roof Area 6 (fully adhered over LWIC), FAILED – membrane delaminated prior to required pressure.

Connector - Roof Area 7 (fully adhered over concrete), PASSED.

New roofing likely needed.
WTI to propose options.

3.0 LIMITATIONS OF REPORT

Observations and data presented in this report were obtained from site visits, testing, and review of relevant documents. The evaluations are based on visual evaluation of the as-built conditions and information (written and/or verbal) supplied by others. The manufacturer of the existing roof membrane is unknown and not available for our information. References to Florida Product Approvals are of review of several reputable single ply manufacturer's and their relevance to the fastening pattern and method of attachment of the existing roof system.

This report is not intended to be a comprehensive investigation of each, and every failure, deficiency and/or damaged component observed. We reserve the right to amend this report at any time if, in our opinion, amendments are warranted based on any additional information, physical data, or evidence that becomes available.

The information provided in this report is not meant to be a guarantee or warranty of any kind. The opinions in this report are based primarily on a visual evaluation and testing of reasonably accessible building systems. Therefore, we assume no responsibility for items that were not examined. WTI is not responsible for any restoration work that may need to be performed after our testing.

We have prepared this report exclusively for our Client. Any use of this report by any other individual(s) without our written consent is prohibited. Should another individual rely on this report without our consent, they shall indemnify WTI from any damages, losses or expenses they may incur as a result of its use.

ENCLOSURES: Roof Plans
 Test Data
 Photo Log

Job name: St. Vincent's Southside		
Location: 4205 Belfort Rd., Jacksonville, FL 32216		
	Ambient temperature: 46°	
Roof area: 50,916 sq. ft.	Tester mfg: DMD FORCE MEASURMENTS	
Max. cap. of tester: 2000	Select one: <input checked="" type="checkbox"/> lbf <input type="checkbox"/> Kn	
Date of last calibration: 11/9/2023	Number of pulls recorded on Form B: 22	
Fastener tested: A – Pulled fastener in deck	Fastener manufacturer:	
Fastener tested: B – 1.7" BSF (Trufast)	Fastener manufacturer:	
Fastener tested:	Fastener manufacturer:	
Test cut areas repaired by: Greg Thomas - WTI		
Project type (select one): <input type="checkbox"/> New construction <input type="checkbox"/> Tear off <input type="checkbox"/> Retrofit		
Deck type (select one):		
<input checked="" type="checkbox"/> Steel	Gauge:	
<input type="checkbox"/> Structural concrete	Thickness:	Select one: <input type="checkbox"/> Poured in place <input type="checkbox"/> Precast
<input checked="" type="checkbox"/> Lightweight concrete	Thickness:	
<input type="checkbox"/> Insulating concrete	Thickness:	
<input type="checkbox"/> Cementious wood fiber	Thickness:	
<input type="checkbox"/> Gypsum	Thickness:	Select one: <input type="checkbox"/> Poured in place <input type="checkbox"/> Precast
<input type="checkbox"/> Wood	Thickness:	Select one: <input type="checkbox"/> OSB <input type="checkbox"/> Plywood <input type="checkbox"/> Plank
<input type="checkbox"/> Fiberglass	Thickness:	
<input type="checkbox"/> Other:	Thickness:	
Embedment or protrusion: 1" & 1.7"		
Drill bit diameter, where applicable:		
Optional Information		
Test time: 8:00 am	Building height: 10 – 40 ft.	Thickness of existing roof assembly: Steel – 6" LWC – single ply
New system manufacturer:		
Roof cover type (select one):		
<input checked="" type="checkbox"/> Mechanically attached single-ply	<input type="checkbox"/> Modified bitumen	
<input type="checkbox"/> Ballasted single-ply	<input type="checkbox"/> Built-up roofing	
<input type="checkbox"/> Adhered single-ply	<input type="checkbox"/> Other:	
New insulation:		
Type:		
Thickness:		

Conversion formulas

$$\text{lbf} \times .00448222 = \text{KN} \times 224.8089431 = \text{lbf}$$

1. A – 503	6. A – 436	11. B – 132	16. B – 271
2. A – 521	7. A – 423	12. B – 107	17. B – 147
3. A – 508	8. A – 593	13. B – 126	18. B – 71
4. A – 1007	9. A – 428	14. B – 149	19. B – 154
5. A – 432	10. A – 452	15. B – 175	20. B – 167

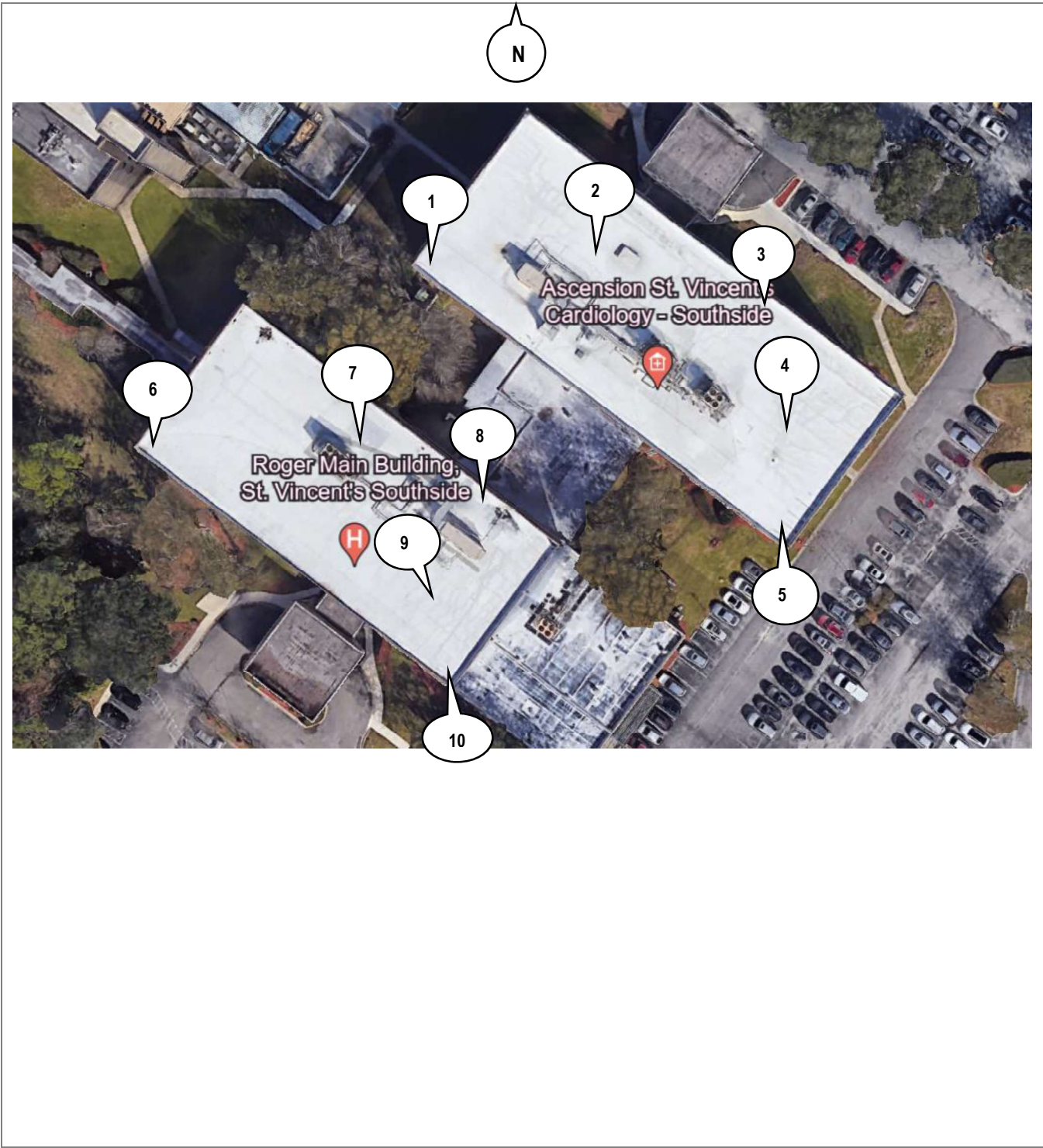
Pullout Results of Additional Tests Performed (See C4.5.)

21. B – 83	26.	31.	36.
22. B – 235	27.	32.	37.
23.	28.	33.	38.
24.	29.	34.	39.
25.	30.	35.	40.

41.	46.	51.	56.
42.	47.	52.	57.
43.	48.	53.	58.
44.	49.	54.	59.
45.	50.	55.	60.

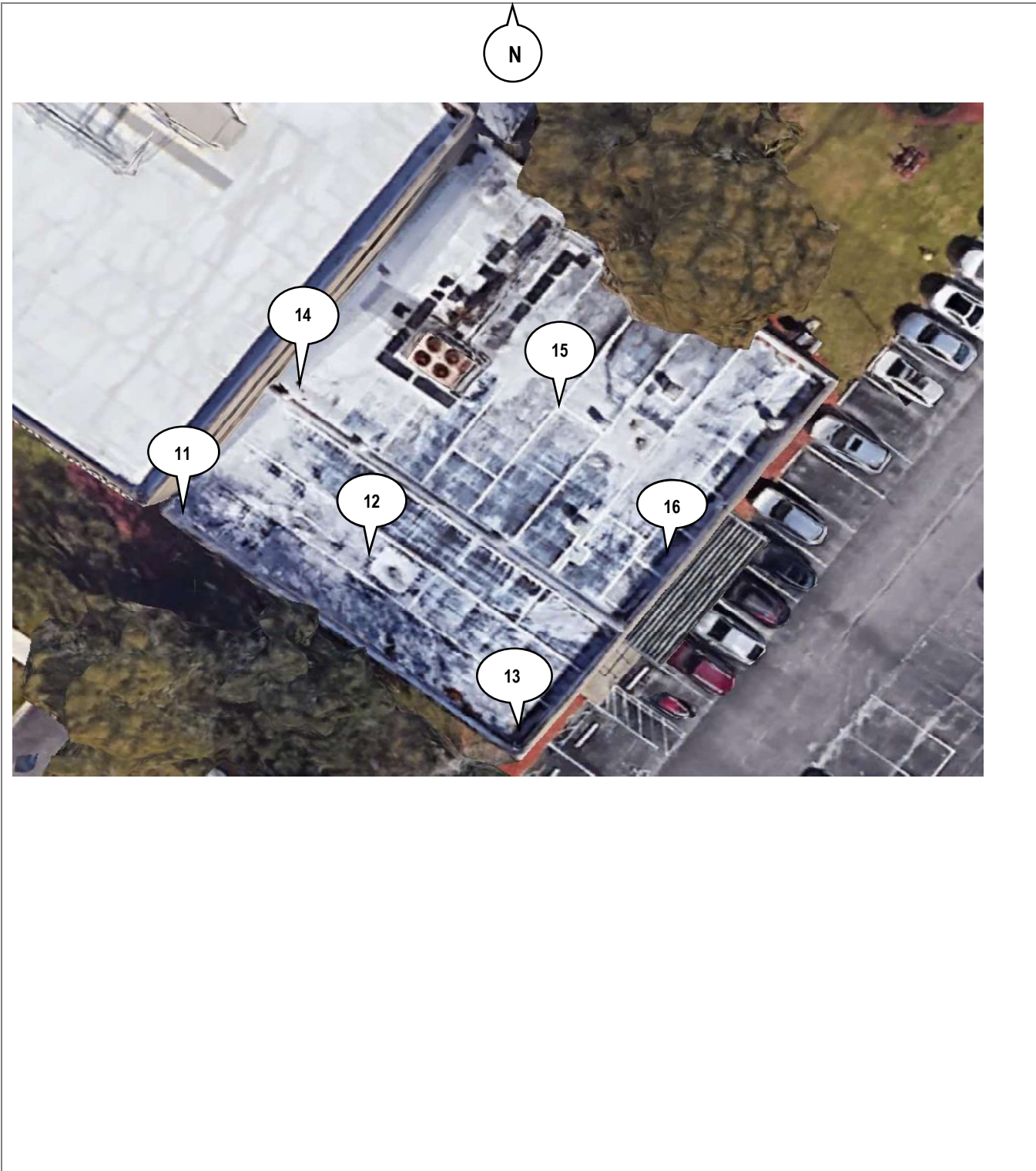
61.	66.	71.	76.
62.	67.	72.	77.
63.	68.	73.	78.
64.	69.	74.	79.
65.	70.	75.	80.

Roof plan not to scale. Identify where the pullouts were performed with corresponding test number

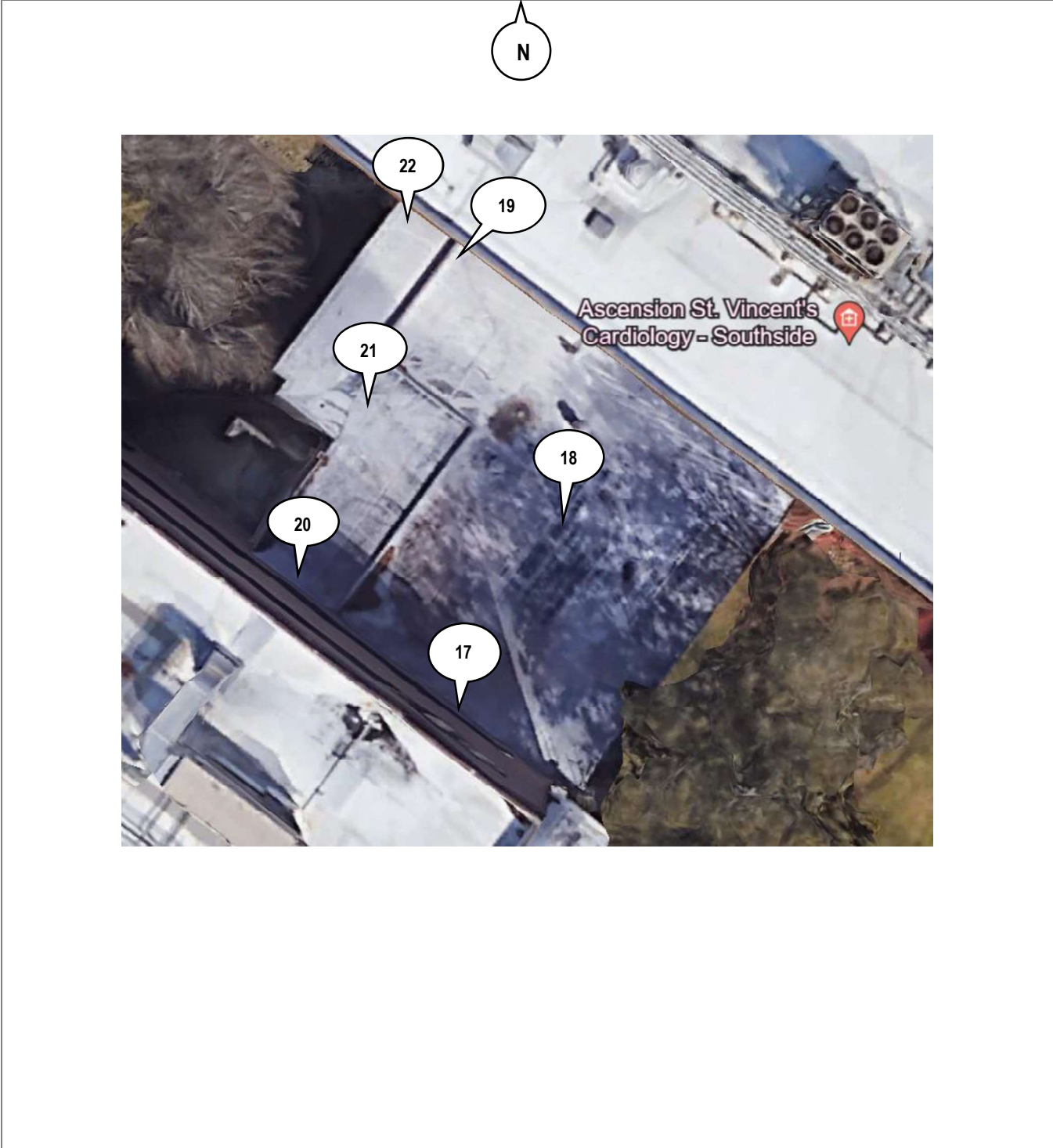


Comments:

Roof plan not to scale. Identify where the pullouts were performed with corresponding test number



Roof plan not to scale. Identify where the pullouts were performed with corresponding test number



Job name: St. Vincent Southside		
		Location: 4201 Belfort Rd. Jax, FL 432216
Ambient temperature: 46°F		Roof area: 50,916 sq. ft.
Tester mfg: DMD FORCE MEASUREMENTS		Max. cap. of tester: 2000 - Select one: <input checked="" type="checkbox"/> lbf <input type="checkbox"/> Kn
Date of last calibration: 11/9/2023		
Insulation Manufacture: N/A	Attachment Type: Plywood	Insulation Thickness: 3/4"
Adhesive Type: Low Rise Adhesive		
Test cut areas repaired by: Greg Thomas (WTI)		Project type <input type="checkbox"/> New construction <input type="checkbox"/> Tear off <input type="checkbox"/> Retrofit
Deck type (select one):		
<input type="checkbox"/> Steel Gauge: <u>22-24</u>	<input type="checkbox"/> Gypsum Thickness: Select one: <input type="checkbox"/> Poured in place <input type="checkbox"/> Precast	
<input type="checkbox"/> Structural concrete Thickness: Select one: <input type="checkbox"/> Poured in place <input type="checkbox"/> Precast	<input type="checkbox"/> Wood Thickness: Select one: <input type="checkbox"/> OSB <input type="checkbox"/> Plywood <input type="checkbox"/> Plank	
<input checked="" type="checkbox"/> Lightweight concrete Thickness:	Fiberglass Thickness:	
<input type="checkbox"/> Insulating concrete Thickness:	<input checked="" type="checkbox"/> Other: Adhesive was applied directly to the existing membrane	
<input type="checkbox"/> Cementitious wood fiber Thickness:		
Optional Information		
Test time: 7:00 am	Roof cover type (select one):	
	<input type="checkbox"/> Mechanically attached single-ply	
Thickness of existing roof assembly: Single Ply	<input type="checkbox"/> Modified bitumen	
	<input type="checkbox"/> Ballasted single-ply	
	<input type="checkbox"/> Built-up roofing	
	<input checked="" type="checkbox"/> Fully adhered single ply	
	<input type="checkbox"/> Other:	

Job name: St. Vincent Southside

①Tare Weight: 0

A	B	C	D	E	F
Test no.	Location on roof (Roof plan on form B)	Measurement in pounds	Less Tare ③ = ② - ① lbf (kN)	Resistance ④ = ③ ÷ 4.0 (.3716 sq m) pounds/sq ft psf <u>Sample size – 24" x 24"</u>	Failure mode
1.	1	900	900	225	N/A
2.	2	300	300	75	Delamination of substrate
3.	3	120	120	30	Delamination of substrate
4.	4	660	660	165	Delamination of substrate
5.	5	900	900	225	N/A
6.	6	900	900	225	N/A
7.	7	120	120	30	Delamination of substrate
8.	8	900	900	225	N/A
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

Comments:

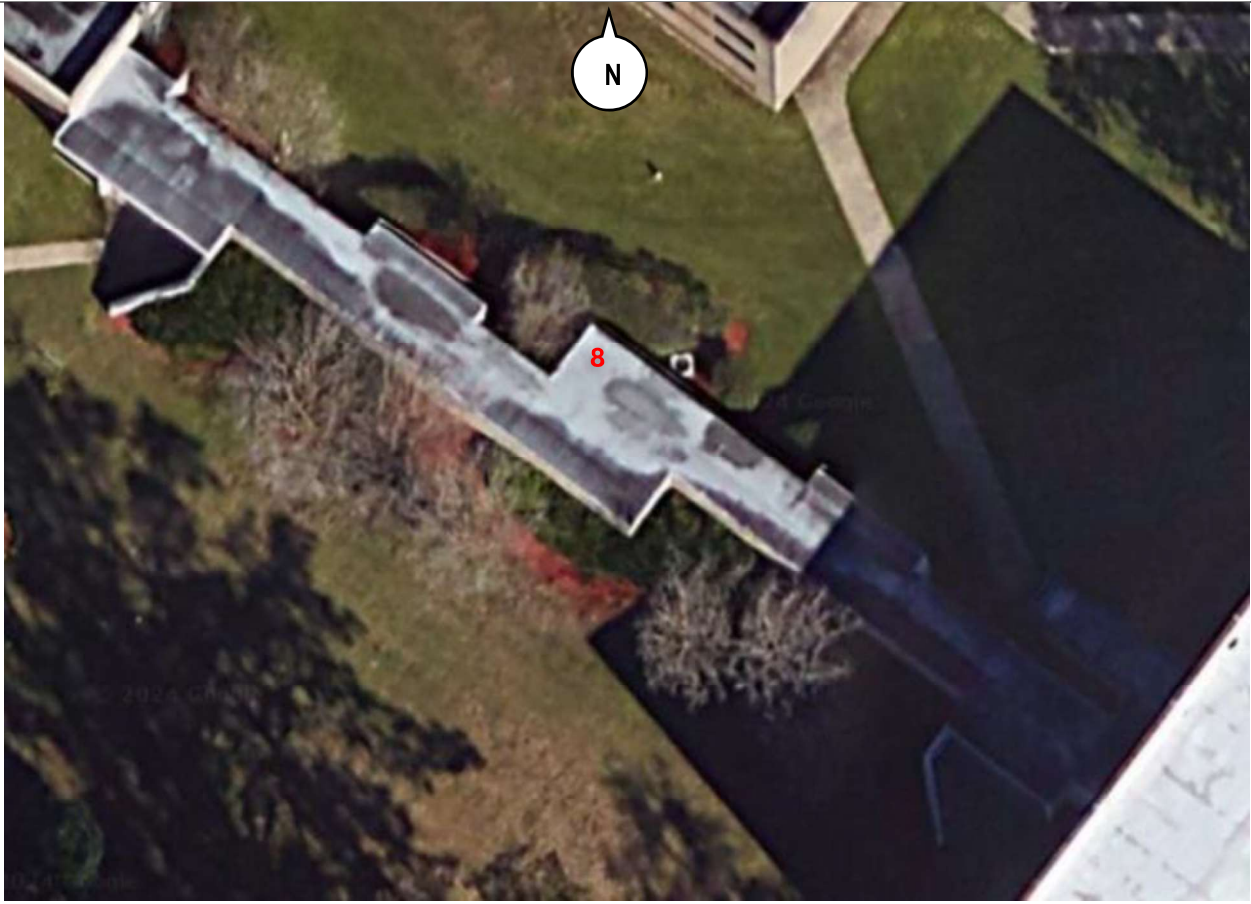
Job name: St. Vincent Southside

Roof plan (Not to Scale).

Identify where tests were performed showing the corresponding test number from form B.









**St. Vincent's Southside
Medical Office Buildings**

**Prepared for: Matt Snyder
MedXcel**



Overview of corroded fastener and plate in mechanically attached roofs.



Fasteners are typically spaced 12" o/c in roof membrane seams.



Interseam stripping is installed at the corners to add more fasteners.



Bonded uplift test at point of failure.



Close view of membrane delamination from LWIC.

ATTACHMENT FLOWDOWN TERMS
Required Federal Contract Provisions – March 7, 2024

1. 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.

2. DAVIS-BACON ACT

Standard. All prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Compliance with the Davis-Bacon Act.

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland “Anti-Kickback” Act.

Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards

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 sum of \$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 (insert name of grant recipient or subrecipient) 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.

5. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

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.

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

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.

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

6. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the nonfederal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 15 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

8. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification (See Exhibit 1). Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

9. 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:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) 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.

10. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative

agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - I. Are *not used* as a substantial or essential component of any system; *and*
 - II. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during

contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

11. Access to Records

The Contractor agrees to provide (insert non-federal entity), (insert name of pass-through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no

language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

13. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA 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, FEMA policies, procedures, and directives.

14. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

16. License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the (insert name of the non-federal entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (insert name of the non-federal entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Exhibit 1

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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.

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.

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.C. 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

Supplier Add/Update Form

Supplier Information

This is to be completed by potential supplier. All fields with asterisk (*) are required.

Contact Information - Supplier Portal login will be sent with confirmation to email address below.

Contact Name* _____

Phone Number* _____

Contact Email address* _____

How should purchase orders be sent?*

Based on answer above, email or fax for purchase orders* _____

W9/Tax Related Information

Legal Name* _____
(IRS registered name, line 1 of W9)

DBA Name _____
(When applicable, line 2 of W9)

Tax ID number* _____ Account number (if applicable) _____

Federal Tax Classification* Individual/Sole Proprietor C Corporation Limited Liability Company

Partnership S Corporation

Trust/Estate Other

Other Supplier Information

Is this setup due to a lease? Yes No

Is there a contract set up? Yes No If there is a contract, please attach copy.

Please note, if supplier is providing services such as painting, plumbing, etc., check with the ministry Facilities Department if the supplier should be set up with Ascension or MedExcel.

Address Information - address on W9 *Note: At least one physical address is required.*

Address Type: Ordering Remit to Not used Other _____

Select all that apply to this address.

Company Name _____

Address _____ Contact Name _____

City _____ Email _____

State _____ Zip _____ Phone _____ Fax _____

Address Information - additional address

Address Type: Ordering Remit to Not used Other _____

Select all that apply to this address.

Company Name _____

Address _____ Contact Name _____

City _____ Email _____

State _____ Zip _____ Phone _____ Fax _____

Supplier Demographic Information

Is your company classified with the Government as any of the following?*

Select all that apply

- | | | |
|--|---|--|
| <input type="checkbox"/> Disadvantaged | <input type="checkbox"/> Woman Owned | <input type="checkbox"/> Minority Owned |
| <input type="checkbox"/> Small Veteran | <input type="checkbox"/> Underutilized Business | <input type="checkbox"/> None of the above |

Type of Contractor

Ethnicity

- | | |
|--|---|
| <input type="checkbox"/> (HBCU) Historically Black Colleges and Universities | <input type="checkbox"/> African American |
| <input type="checkbox"/> (HUBZone) Historically Underutilized Business Zone | <input type="checkbox"/> Asian Indian |
| <input type="checkbox"/> (MBE) Minority Business Enterprise | <input type="checkbox"/> Asian Pacific |
| <input type="checkbox"/> (MI) Minority Institution | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> (MOSB) Minority Owned Small Business | <input type="checkbox"/> Native American |
| <input type="checkbox"/> (SDV) Service Disabled American | <input type="checkbox"/> Other |
| <input type="checkbox"/> (SBE) Small Business Enterprise | |
| <input type="checkbox"/> (VBE) Veteran Business Enterprise | |
| <input type="checkbox"/> (VOSB) Veteran Owned Small Business | |
| <input type="checkbox"/> (WBE) Woman Business Enterprise | |
| <input type="checkbox"/> (WOSB) Woman Owned Small Business | |
| <input type="checkbox"/> Other | |

Ascension Requester Information

This needs to be completed after supplier completes their portion. All fields are required.

Dept Name _____	Department ID _____	Date _____
Name (print) _____	Manager Name (print) _____	
Associate phone _____	Manager phone _____	
Reason for supplier add or update _____		
Will this be a one-time payment or multiple payments? <input type="checkbox"/>	Pay terms _____	

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

▶ **Go to www.irs.gov/FormW9 for instructions and the latest information.**

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(E))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Ascension Supplier ACH Form

The information used on this form will be used to set up payment information in our system. Please send a copy of a voided check with this form if possible.

General Company Information (Required):

Legal Name:
Operating Name (DBA):
Type of Business:
Correspondence Address:
City, State, Country: Zip Code:
Remittance Email Address :
Phone # : Fax # :

Remittance Address (if different from above):

P.O. Box or Street:
City, State, Country: Zip Code:

ACH Information (all fields required to process ACH payments):

ACH Contact Name: Phone # :
Bank Name:
Bank Location:
ACH Routing Number (must be 9 digits, no letters):
Bank Account Number:

Type of Account (Required for ACH payments): Checking Saving

W-9 Information (Required):

Business Type: Individual/Sole Proprietorship Trust/Estate
 C Corporation LLC-C or LLC-S
 S Corporation LLC-P
 Partnership Other _____

Taxpayer Identification Number (Required):

Social Security Number OR Federal ID Number :

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
- I am a U.S. Person (including a U.S. resident alien).

Do you have a current contract with Ascension Health? Yes (must include copy before first payment) No

Signature: _____ Date: _____

Printed Name: _____

Supplier Set Up FAQs

Why is a W9 required to be set up as an approved Supplier?

Ascension requires a W9 to ensure compliance with Internal Revenue Service (IRS) guidelines related to issuance of Form 1099 MISC. To properly comply with IRS Regulations, it is necessary to obtain a correct Taxpayer Identification Number (TIN) or Social Security Number (SSN) for all payees, as well as a certifying signature.

Please note that even if you are not a taxable entity such as a non-for-profit or government entity, you are required to provide a W9 and TIN to ensure we are making payments to a valid entity and to prevent fraud. The IRS requires a withholding of 28% from payments if an entity fails to furnish a TIN or SSN.

Feedback was provided that the Tax ID provided does not match the IRS records so the Supplier could not be approved. What are the next steps?

Ascension Master Data enters the combination of Legal Name on line 1 of the W9 and the Tax ID information into the IRS web site. The IRS returns a code indicating whether this Legal Name and Tax ID match their records as a valid person or company.

If a message is received that it did not pass the IRS check, it is recommended to review last year's taxes to ensure that the name the supplier filed under matches line 1 (Legal Name) on the W9. Most of the fails received are due to placing a DBA name on line 1 of the W9 versus using the legal name registered with the IRS.

If the supplier requires a different name to be on their checks, if they are doing business as (DBA) for instance, this name must be on line 2 of the W9 and is referred to as an alternative pay name.

Why is a physical address required? What if the Supplier only uses a PO box for business?

Ascension business rules and industry best practices require a physical address for supplier set up to validate the legitimacy of the supplier. The physical address provided is another step used to prevent the setup of a fraudulent supplier. The PO Box can be used for payments, 1099 mailings and all other correspondence as the supplier requests but a physical address must be present in the vendor master.



Why do I have to provide an email address when requesting to be set up as an Ascension supplier?

With the recent upgrade to PeopleSoft, an email address is required for new supplier setup. Once the setup is approved, the supplier will receive the email below. This provides access to the new and improved supplier portal.

From: no-reply_PASCNK@ascension.org [mailto:no-reply_PASCNK@ascension.org]
Subject: Supplier Portal New User Account Creation -secure-

Your user creation request has been approved. A user profile has been created for you in our system

User ID: TEST
Password: TEST2
Supplier Name: MY TEST VENDOR
Supplier ID: 2102080264

Please use the following link to logon to our website to change your password or view/update your information: <https://fscm.ascension.org/psp/ESUPPLIER/SUPPLIER/ERP/h/?tab=DEFAULT>

In the portal, suppliers can request changes to their supplier information, view invoice and payment status, create invoices against their POs and view purchase orders.

Suppliers can gain more information and access instructional guides on use of the portal at https://mylearningsource.ascension.org/ASCENSION/Public/sumtotal/data/courses/Symphony%20UPK/ExternalVendor/Symphony_External_Vendor.html.

Why is Diversity information required?

The Resource Group is dedicated to ensuring supplier diversity is integrated into our procurement process to generate efficiency, innovation and increased opportunities for diverse businesses. As a part of our supplier diversity initiatives it is essential that every current and new supplier complete all profile questions.

If a supplier meets more than one diversity business classification, please select all that apply. Example, If your company is both a *Minority Business Enterprise (MBE)* and *Veteran-Owned Small Business*, please choose both.

Once supplier information is submitted, how long does it take to have a provider ID assigned or a change made in PeopleSoft?

Once all information is provided and validates without additional questions, supplier setup typically takes a maximum of 5-7 after it has been submitted to Master Data Management for processing. The number of days depend on work volume at the time of submission. While the current average turnaround is less than 3 days, due to unpredictable work volumes please wait 7 days to follow up on requesting status of a request.

ATTACHMENT FLOWDOWN TERMS
Required Federal Contract Provisions – March 7, 2024

1. 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.

2. DAVIS-BACON ACT

Standard. All prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Compliance with the Davis-Bacon Act.

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland “Anti-Kickback” Act.

Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards

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 sum of \$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 (insert name of grant recipient or subrecipient) 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.

5. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

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.

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

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.

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

6. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the nonfederal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 15 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

8. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification (See Exhibit 1). Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

9. 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:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) 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.

10. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative

agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - I. Are *not used* as a substantial or essential component of any system; *and*
 - II. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during

contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

11. Access to Records

The Contractor agrees to provide (insert non-federal entity), (insert name of pass-through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no

language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

13. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA 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, FEMA policies, procedures, and directives.

14. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

16. License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the (insert name of the non-federal entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (insert name of the non-federal entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Exhibit 1

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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.

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.

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.C. 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