

Board of Health - Special Meeting September 26, 2025

The Public Health
Authority of Cabarrus
County Board Meeting
Agenda

September 26, 2025
12:30pm

A. CALL TO ORDER	Chairperson Lara Pons, MD
<u>B. ADOPTION OF THE AGENDA</u> <i>Motion</i> September 26, 2025	Chairperson Lara Pons, MD
<u>C. BUSINESS AGENDA</u> <i>Motion</i> Audio/Visual Bid	Chairperson Lara Pons, MD Ryan McGhee, IT Director
<u>D. MOTION TO ADJOURN</u> <i>Motion</i>	Chairperson Lara Pons, MD



B. ADOPTION OF THE AGENDA

Chairperson Lara Pons, MD



C. BUSINESS AGENDA
Chairperson Lara Pons, MD

Audio/Visual Bid

Ryan McGhee, IT Director

Audio / Video Bid

CHA Brown Mill

Ryan McGhee, IT Director



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Agenda

- Introduction
- Request for Proposals
 - Group A – Large Multipurpose Rooms
 - Group B – Conference Rooms
 - Other
- Bids
 - Unicom Government Inc.
 - Solutionz Inc.
 - Sharp USA
- Recommendation



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Introduction



Well Counseling

Well Counseling

C
H

CHILDREN'S HEALTH CENTER



CHA
35,000
sq.ft.
here

Existing
bldg. to
remain

Existing
warehouse
to remain

Existing
warehouse
to remain

Exist.
office

Patio

White St. NW

Andrews St. NW

Cabarrus Ave.

Phase 01

Phase 01 refers to the transitional housing units (new construction)



Request for Proposals

Public Health Authority of Cabarrus County
d.b.a. Cabarrus Health Alliance (CHA)

REQUEST FOR PROPOSAL (RFP)

#705-2025-0002

Audio Visual Systems

DATE OF ISSUE: 06/25/2025

PROPOSAL OPENING DATE: 07/21/2025

***at* 3:15 PM (ET)**

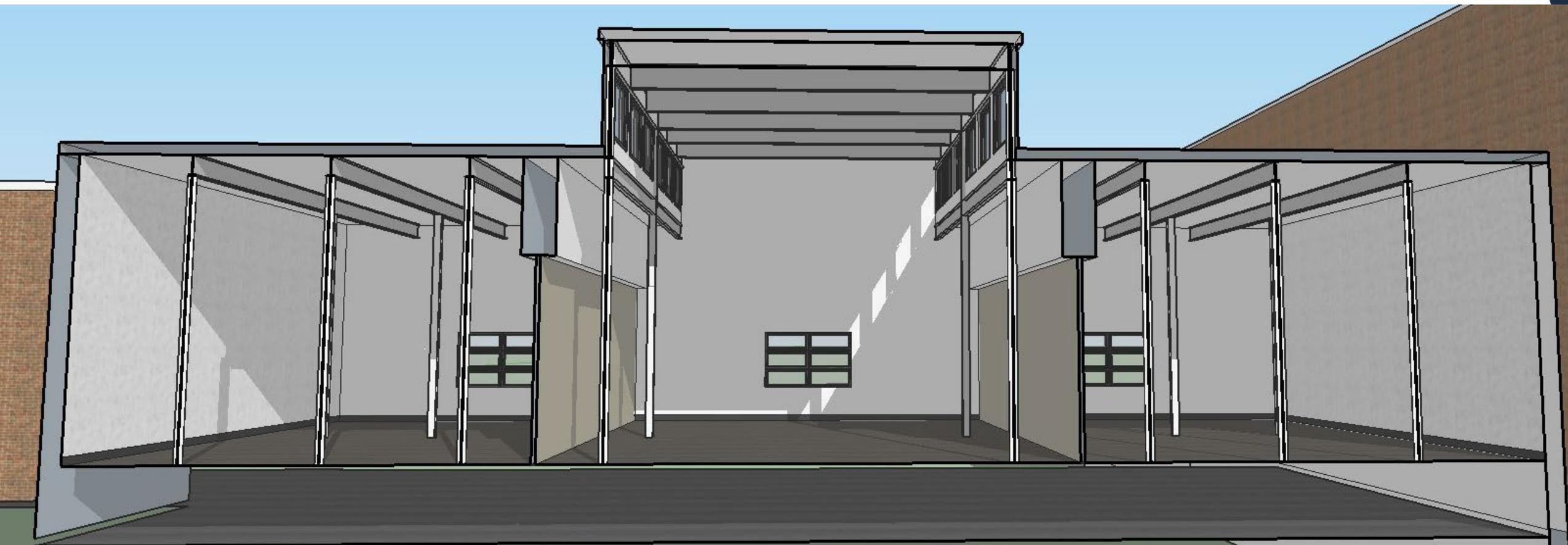
Please direct all inquiries concerning this RFP to:

Monica Shelley-Henson

Contracting Officer

Email: Monica.Shelley-Henson@CabarrusHealth.org

Group A – Large Multipurpose Rooms



Group A – Large Multipurpose Rooms



Group B – Conference Rooms



Other

- Waiting room TVs (4)
- WIC consult room TVs (6)
- Workout Room TVs (2)
- Overhead paging system



Bids Received

- Solutionz Inc.
- Sharp USA
- Unicom Government Inc.

Bid Comparisons

SOLUTIONZ

- Complied with all bid requirements
- Strong track record and experience
- Local support
- Proposed technology meets the needs of CHA – Brown Mill
- Minority Owned Business



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CHA - Brown Mill

SHARP®

- Complied with all bid requirements
- Strong track record and experience
- Local support
- Proposed technology meets the needs of CHA – Brown Mill



Bid Comparisons

SOLUTIONZ

\$498,377



\$721,395

SHARP®

\$252,913



Recommendation

Please award the bid to Sharp USA



Questions?



D. MOTION TO ADJOURN

Chairperson Lara Pons, MD



Supplementary Documents Linked to Agenda Items



PROFESSIONAL SERVICES CONTRACT

This Contract is made and entered into this 26th day of September 2025, hereinafter called “effective date”, by Cabarrus Health Alliance, a North Carolina municipal corporation, hereinafter referred to as the “Alliance”, and Sharp Business Systems (Vendor Number:) hereinafter called “Contractor” collectively referred to as “the Parties.”

GENERAL RECITALS

WHEREAS, the Alliance advertised a Request for Qualifications 705-2025-0002 for Audio-Visual Systems for Brown Mill;

WHEREAS, the Consultant submitted a proposal in response to the Request for Proposals dated on August 1, 2025;

WHEREAS, the Alliance Board reviewed the submissions, voted, and awarded the contract on September 26, 2025;

WHEREAS, the Alliance desires to engage the Consultant to provide services for Audio-Visual System for Brown Mill and other on-call goods and services as outlined hereinafter upon the terms and conditions as set out herein;

WHEREAS, the Consultant desires to provide such professional services as outlined hereinafter upon the terms and conditions set out herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and further consideration of the covenants and representation contained herein, the parties agree as follows:

CONTRACT

1. CONTRACT TERM

This Contract shall commence on the Effective Date and shall continue in full force for one (1) year with a mutual agreement that the Alliance has the sole right to renew the Contract up to three (3) optional consecutive one-year increments.

Initial Term: September 29, 2025 – September 28, 2026

1st Renewal: September 29, 2026 – September 28, 2027

2nd Renewal: September 29, 2027 – September 28, 2028

3rd Renewal: September 29, 2028 – September 28, 2029

2. INCORPORATION OF EXHIBITS

The following exhibits are attached to this Contract and are incorporated into and made a part of this Contract:

- EXHIBIT A: Scope of Work
- EXHIBIT B: Project Schedule
- EXHIBIT C: Fee/Cost Breakdown
- EXHIBIT D: Contractor’s RFP Submission
- EXHIBIT E: RFP Solicitation & Addenda(s)



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APPENDIX A: Standard North Carolina Local Government Contractual Terms & Conditions Rider

3. SUBCONTRACTORS

The Independent Contractor shall not subcontract any of the work contemplated under this Contract without obtaining prior written approval from the Alliance. Any approved subcontract shall be subject to all conditions of this Contract.

4. DEFINITIONS

ACCEPTANCE refers to the receipt and approval by the Alliance of a Deliverable or Service in accordance with the acceptance process and criteria set forth in this Contract.

ALLIANCE refers to the Cabarrus Health Alliance.

ALLIANCE PROJECT MANAGER refers to the specified Alliance employee representing the best interests of the Alliance for this Project.

CONTRACT refers to this written agreement executed by the Alliance and the Consultant for the Services as outline herein.

CONTRACT PERIOD refers to the number of calendar days or specified date set forth in the Contract for completion of the Services, including authorized amendments or modifications thereto; also referred to as Time of Completion.

CONSULTANT PROJECT MANAGER refers to the specified Consultant employee representing the best interests of the Consultant for this Project.

DELIVERABLES refer to all tasks, reports, information, designs, plans, specifications, documents and other items, which the Consultant is required to complete and deliver to the Alliance in connection with this Contract.

DEPARTMENT refers to a department within the Alliance.

DOCUMENTATION refers to all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are published or provided to the Alliance by the Consultant or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the Deliverables or Services.

PROJECT EFFECTIVE DATE refers to the date when a project has been assigned to the Consultant and a fully executed amendment has been added to this Contract.

SERVICES refer to the services to be performed by the Consultant pursuant to this Contract.

SPECIFICATIONS AND REQUIREMENTS refer to all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Deliverables and Services which are set forth or referenced in: (i) this Contract, (ii) the Documentation; and (iii) any functional and/or technical specifications which are published or provided by the Consultant or its licensors or suppliers from time to time with respect to all or any part of the Deliverable or Services.



WORK PRODUCT refers to the Deliverables and all other reports, information, designs, plans and other items developed by the Consultant in connection with this Contract, and all partial, intermediate or preliminary versions of any of the foregoing.

5. DESCRIPTION OF SERVICES

The Consultant shall perform the services described in **Exhibit A** attached to this Contract and incorporated herein by reference (the "Services"). Unless otherwise provided in **Exhibit A**, the Consultant shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services.

The Consultant will comply with the schedule set forth in **Exhibit B**, as amended from time to time during the Contract Period, in performing the Services. The parties agree that time is of the essence in having the Consultant provide the Services specified in **Exhibit A**. All references to days in this Contract (including the exhibits) shall refer to calendar days rather than business days, unless a provision specifically uses the term "business days." Any references to "business days" shall mean the days that the Alliance's offices are open for the public to transact business.

6. COMPENSATION

5.1 HOURLY AND UNIT PRICE BASIS ALLOWANCE

The Alliance agrees to pay the Consultant for actual services performed on an hourly and unit price basis for the Services outlined in this Contract using the hourly and unit price rates set forth in **Exhibit C**.

The Consultant may request adjustments of hourly and unit prices at annual intervals. The Alliance reserves the sole right to approve or reject requests for adjustments. Any rate adjustment(s) will be issued in the form of an amendment to this Contract and signed by the parties.

5.2 LUMP SUM FEE ALLOWANCE

The Alliance agrees to pay the Consultant for actual services performed on lump sum basis for the Services outlined in this Contract using the lump sums set forth in **Exhibit C**.

5.3 ADDITIONAL MISCCELLANEOUS GOODS AND SERVICES ALLOWANCE

Unspecified additional goods and services may be performed by the Consultant only after written instructions to do so are received from the Alliance's Project Manager. Compensation for unspecified additional services performed shall be provided within the written request by the Consultant and added to the contract as apart of **Exhibit C**.

5.4 MAXIMUM TOTAL FEES AND CHARGES

The maximum total fees and charges payable to the Consultant under this Contract, including all services performed and all expenses, shall not exceed the following:

MAXIMUM TOTAL FEES AND CHARGES **\$352,914.22 USD**

Breakdown of Fees and Charges:

Brown Mill Audio System as described in the solicitation and response	\$252,914.22 USD
Miscellaneous at-will Audio Visual Goods and Services	\$100,000.00 USD



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Contractor will provide price quotes for additional Audio-Visual Goods and Services upon CHA's request. At-Will goods and services are not guaranteed and it is CHA sole determination whether or not to use the utilize the contractor for additional goods and services.

The maximum total fees and charges will not be increased except by a written amendment and duly executed by both parties.

5.5 INVOICES

The Consultant shall submit an invoice to the Alliance stating the nature and quantity of Services performed and accompanied by proper supporting documentation as the Alliance may require, including a monthly project status report. Hourly rates, unit prices, and reimbursable expenses shall be itemized on each invoice.

The Consultant shall charge the Alliance at regular hourly billing rates for any overtime hours worked (as defined by the Fair Labor Standards Act).

Each Invoice will be sent to the Alliance's Project Manager for review and approval

Alliance Project Manager:
Ryan McGhee
Ryan.McGhee@CabarrusAlliance.org
704-920-1010

Each Invoice must contain the following information to ensure timely payment:

Alliance's Purchase Order Number: _____
Alliance Project Name: _____
Consultant's Invoice Number: _____

Above information will be provided to the Consultant once project has been assigned and approved.

The Alliance will pay accurate, undisputed, properly submitted invoices within thirty (30) days after the receipt from the Consultant. An undisputed properly submitted invoice is defined as an invoice that indicates only those items that have been satisfactorily completed and Accepted by the Alliance.

As a condition of payment, the Consultant must invoice the Alliance for Services within sixty (120) days after such Services are performed. The Consultant waives the right to payment for any Services that have not been invoiced to the Alliance within 120 days after such Services were rendered.

5.6 PRE-CONTRACT COSTS

The Alliance shall not be charged for any Services or other work performed by the Consultant prior to the Project Effective Date of this Contract.

5.7 COST OVERRUNS

If it appears during the course of the Services that any of the estimated fees and allowances may be exceeded, the Consultant shall immediately notify the Alliance's Project Manager in writing. The estimated fees and allowances shall not be exceeded except by written amendment to this Contract. Any work performed without prior written approval shall be at the Consultant's expense.

5.8 ACCOUNTING AND AUDITING

The Consultant shall maintain complete and accurate records, using Generally Accepted Accounting Principles (GAAP), of all costs related to this Contract. Such records shall be open to inspection and subject



to audit and/or reproduction, during normal working hours, by the Alliance's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Consultant or any of his payees in connection with this Contract. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

For the purpose of such inspections, the Alliance's agent or authorized representative shall have access to said records from the Effective Date of this Contract, for the duration of the Services, and until three (3) years after the date of final payment by the Alliance to the Consultant pursuant to this Contract.

The Alliance's agent or authorized representative shall have access to the Consultant's facilities and shall be provided an adequate and appropriate work place, in order to conduct audits in compliance with this Section. The Alliance will give the Consultant reasonable advance notice of planned inspections. If, as the result of an audit hereunder, the Consultant is determined to have charged the Alliance for amounts that are not allocable or verifiable, the Consultant shall promptly reimburse the Alliance for said amount.

5.9 PROMPT PAYMENT TO SUBCONTRACTORS

The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within seven (7) days after the Alliance has paid the Consultant for such work. If the Consultant withholds any retainage pending final completion of any subcontractor's work, the Consultant is required to pay the retainage so withheld within seven (7) days after such subcontractor completes his work satisfactorily.

5.10 RIGHT TO WITHHOLD PAYMENT

The parties agree that the Alliance shall be entitled to withhold payments, including final payment, due to the Consultant, under this Contract, until the Alliance has received, in a form satisfactory to the Alliance all claim releases and other documentation, including but not limited to any and all subcontractors used.

5.11 NON-APPROPRIATION OF FUNDS.

If funds are not appropriate to make payments under this Contract for any given fiscal year, the Alliance will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the Alliance will promptly notify the Consultant of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the Alliance, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

6 CONSULTANT'S RESPONSIBILITIES

Upon receipt of a written Notice to Proceed, which shall include the Alliance's Purchase Order Number, Consultant shall:

- a. Provide for the Alliance professional services in all phases of the Project to which this Contract applies;
- b. Serve as Alliance's professional for the Project as directed by the Alliance's Project Manager;
- c. Furnish professional consultation and advice and furnish customary services incidental to the Project;
- d. Review available data and consult with Alliance to clarify and define Alliance's requirements;



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- e. Obtain that information, conduct those investigations, and undertake other reasonable efforts necessary for the Consultant to become conversant with the philosophy and purpose of the Project and to carry out its responsibilities; and
- f. Identify and analyze requirements of governmental authorities having jurisdiction and assist the Alliance in obtaining required approval from such authorities

7. DUTY OF CONSULTANT TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES

The Consultant shall identify and request in writing from the Alliance in a timely manner: (i) all information reasonably required by the Consultant to perform the Services, (ii) a list of the Alliance's personnel whose presence or assistance reasonably may be required by the Consultant to perform the Services, and (iii) any other equipment, facility or resource reasonably required by the Consultant to perform the Services. Notwithstanding the foregoing, the Consultant shall not be entitled to request that the Alliance provide information, personnel or facilities other than those which **Exhibit A** specifically requires the Alliance to provide. The Consultant shall not be relieved of any failure to perform under this Contract by virtue of the Alliance's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Consultant failed to identify and request in writing from the Alliance pursuant to this Section; or (ii) which the Alliance is not required to provide pursuant to this Contract. In the event the Alliance fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Consultant shall notify the Alliance in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Consultant of any claim or defense it may otherwise have based on the Alliance's failure to provide such information, personnel, facility or resource.

8. POINTS OF CONTACT; NOTIFICATIONS

8.1 ALLIANCE PROJECT MANAGER

The duties of the Alliance Project Manager include:

- a. Examining the documents submitted by the Consultant and expediting decisions concerning the documents in order to avoid unreasonable delay in the progress of the Consultant's Services
- b. Ensuring that the Consultant delivers all requirements and specifications outlined in this Contract;
- c. Coordinating the Alliance's resource assignment as required to fulfill the Alliance's obligations pursuant to this Contract;
- d. Promptly responding to the Consultant's Project Manager when consulted in writing or by email with respect to Project issues; and
- e. Acting as the Alliance's point of contact for all aspects of the Project including contract administration and coordination of communication with the Alliance's staff.

The Alliance Project Manager is:

Ryan McGhee

Ryan.McGhee@CabarrusAlliance.org

704-920-1010

The Consultant shall contact the Alliance Project Manager prior to all meetings involving Alliance personnel.

The Alliance shall be allowed to change staffing for the Alliance Project Manager position on one (1) business days' notice to the Consultant.



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9. CONSULTANT PROJECT MANAGER

The duties of the Consultant Project Manager include, but are not limited to:

- a. Coordinating Project schedules and the Consultant's resource assignment based upon the Alliance's requirements and schedule constraints;
- b. Managing the overall Project by monitoring and reporting on the status of the Project and on actual versus projected progress, and by consulting with the Alliance Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
- c. Providing consultation and advice to the Alliance on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Consultant's specialist resources that may be needed to supplement the Consultant's normal implementation staff;
- d. Acting as the Consultant's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
- e. Facilitating review meetings and conferences between the Alliance and the Consultant's staff when scheduled or requested by the Alliance;
- f. Communicating among and between the Alliance and the Consultant's staff;
- g. Promptly responding to the Alliance's Project Manager when consulted in writing or by email with respect to Project deviations and necessary documentation;
- h. Identifying and providing the Alliance with timely written notice of all issues that may threaten the Consultant's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Consultant becomes aware of them);
- i. Ensuring that adequate quality assurance procedures are in place throughout the Project; and
- j. Meeting with other entities working on Alliance projects that relate to this effort as necessary to resolve problems and coordinating the Services.

The Consultant Project Manager is:

Angelo Amabile
Sharp Business Systems
4725 Entrance Drive Ste. J
Charlotte, NC 28273
Office: 704-672-3005 or via Cell: 803-493-1241
Angelo.Amabile@SharpUSA.Com

10. NOTICES AND PRINCIPAL CONTACTS.

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Alliance:

Monica Shelley-Henson
Contracting Officer
Cabarrus Health Alliance
300 Mooresville Rd.
Kannapolis, NC 28081
Telephone: 704-920-1248
Email: Monica.Shelley-Henson@CabarrusHealth.Org

Ryan McGhee



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I.T. Director
Cabarrus Health Alliance
300 Mooresville Rd.
Kannapolis, NC 28081
Telephone: 704-920-1010
Email: Ryan.McGhee@CabarrusHealth.Org

For the Consultant:

Angelo Amabile
Sharp Business Systems
4725 Entrance Drive Ste. J
Charlotte, NC 28273
Office: 704-672-3005 or via Cell: 803-493-1241
Angelo.Amabile@SharpUSA.Com

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

11. REMOVAL, REPLACEMENT AND PROMOTION OF CONSULTANT PERSONNEL

The Alliance will have the right to require the removal and replacement of any personnel of the Consultant or the Consultant's subcontractors who are assigned to perform Services for the Alliance. The Alliance shall be entitled to exercise such right in its sole discretion by providing written notice to the Consultant.

The Alliance must approve in writing any hires or transfers of personnel to "Key Personnel" positions on the Project, and the Alliance shall have the right to interview all personnel that the Consultant proposes to hire or transfer to such positions. As used in this Contract, the term "Key Personnel" shall mean any personnel of the Consultant or its subcontractors who are identified as Key Personnel in **Exhibit D** to the Contract, or whom the Alliance from time to time designates in writing to the Consultant as fulfilling a key role in the Project. Unless approved by the Alliance in writing, the Consultant will not: (i) remove the Consultant's Key Personnel from the Project or permit its subcontractors to remove Key Personnel from the Project; or (ii) materially reduce the involvement of the Consultant's Key Personnel in the Project or allow its subcontractors to materially reduce the involvement of Key Personnel in the Project.

The Consultant will replace any personnel who leave the Project with equivalently qualified persons. The Consultant will replace such personnel as soon as reasonably possible, and in any event within thirty days after the Consultant first receives notice that the person will be leaving the Project.

If the Consultant gets more than 7 days behind in completing any Deliverable required by this Contract, the Consultant will devote all personnel assigned to the Project to working on the Project on a first priority basis.

As used in this Contract, the term "personnel" includes all staff provided by the Consultant or its subcontractors, including but not limited to Key Personnel.

12. PROGRESS REPORTS - Reserve

13. QUALITY CONTROL PROGRAM

The Consultant shall establish and follow a quality control program throughout duration of the Contract. The Quality Control Program will identify review personnel and describe the procedures to be used to verify, to



independently check, and to review all Deliverables prepared, as well as any function, activity, or task as part of this Contract. The Quality Control Program will specify the manner for documenting the check and review processes, recording required procedures, and verification of work activities. It will provide for internal reviews and will detail the frequency and types of reviews to be conducted for the specific job to ensure compliance with quality standards. The Alliance Project Manager, at his/her sole discretion, may request a copy of the Quality Control Program from the Consultant.

Throughout the Contract duration, the Consultant will maintain quality control procedures as covered in the approved Quality Control Program and documentation of the Consultant's internal reviews for inspection by the Alliance Project Manager. The Alliance Project Manager will have the option to review proposed Deliverables in the Consultant's office periodically to verify that proper quality control procedures are employed in the development process.

14. ACCEPTANCE OF DELIVERABLES

If the Alliance Project Manager is not satisfied that the Deliverable(s) have been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Consultant by the Alliance Project Manager that specifies the nature and scope of the deficiencies that the Alliance wants corrected. Upon receipt of a Rejection Notice, the Consultant shall: (a) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (b) immediately upon completing such corrections give the Alliance a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Consultant fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within fifteen (15) days after receipt of the Rejection Notice, the Alliance shall be entitled to terminate this Contract for default without further obligation to the Consultant and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The Alliance shall not be obligated to allow the Consultant to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Consultant does not meet this time frame).

15. NON-EXCLUSIVITY

The Consultant acknowledges that it is one of several providers of professional services to the Alliance and the Alliance does not represent that it is obligated to contract with the Consultant for any particular project.

16. REPRESENTATIONS AND WARRANTIES OF CONSULTANT

16.1 GENERAL WARRANTIES.

- a. The Services shall satisfy all requirements set forth in the Contract, including but not limited to the attached Exhibits;
- b. The Consultant has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under the Contract by virtue of interruptions in the computer systems used by the Consultant;
- c. All Services performed by the Consultant and/or its subcontractors pursuant to this Contract shall meet the customary industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- d. Neither the Services, nor any Deliverables provided by the Consultant under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party. The Consultant shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Contract;



- e. The Consultant and each employee provided by the Consultant to the Alliance for this Project shall have the qualifications, skills and experience necessary to perform the Services described or referenced in **Exhibit A**;
- f. All information provided by the Consultant about each employee is accurate; and
- g. Each employee is an employee of the Consultant, and the Consultant shall make all payments and withholdings required for by law for the Consultant for such employee.

16.2 ADDITIONAL WARRANTIES

The Consultant further represents and warrants that:

- a. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
- b. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- c. The execution, delivery, and performance of this Contract have been duly authorized by the Consultant;
- d. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- e. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- f. The performance of this Contract by the Consultant and each employee provided by the Consultant will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

17. OTHER OBLIGATIONS OF THE CONSULTANT

17.1 WORK ON ALLIANCE PREMISES

The Consultant will, whenever on the Alliance premises, obey all instructions and Alliance policies that the Consultant is made aware of with respect to performing work on the Alliance premises.

17.2 RESPECTFUL AND COURTEOUS BEHAVIOR

The Consultant shall assure that its employees interact with Alliance employees and with the public in a courteous, helpful and impartial manner. All employees of the Consultant in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Consultant.

17.3 REGENERATION OF LOST OR DAMAGED DATA

If the Consultant loses or damages any data in the Alliance's possession, the Consultant shall, at its own expense, promptly replace or regenerate such data from the Alliance machine-readable supporting material, or obtain, at the Consultant's own expense, a new machine-readable copy of lost or damaged data from the Alliance data sources.

17.4 REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES

In the event that the Consultant causes damage to the Alliance equipment or facilities, the Consultant shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Consultant's action.



18. REMEDIES.

18.1 RIGHT TO COVER

If the Consultant fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits), the Alliance may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Consultant is again able to resume performance under this Contract; and
- b. Deduct any and all expenses incurred by the Alliance in obtaining or performing the Services from any money then due or to become due to the Consultant and, should the Alliance's cost of obtaining or performing the Services exceed the amount due the Consultant, collect the amount due from the Consultant.

18.2 RIGHT TO WITHHOLD PAYMENT

If the Consultant breaches any provision of this Contract, the Alliance shall have a right to withhold all payments due to the Consultant until such breach has been fully cured.

18.3 SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF

The Consultant agrees that monetary damages are not an adequate remedy for the Consultant's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Consultant hereby consents to an order granting specific performance of such obligations of the Consultant in a court of competent jurisdiction within the State of North Carolina. The Consultant further consents to the Alliance obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Consultant breaches the Contract.

18.4 OTHER REMEDIES

Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

19. TERMINATION OF CONTRACT

19.1 TERMINATION FOR CONVENIENCE

The Alliance may terminate this Contract for convenience at any time, for any reason or no reason, by giving thirty (30) days' prior written notice to the Consultant. In the event the Contract is terminated pursuant to this Section, the Consultant shall continue performing the Services until the termination date designated in the termination notice. As soon as practicable after written notice of termination without cause, Consultant shall submit a statement to the Alliance showing in detail the Services performed under this Contract through the date of termination. In the event of termination without cause pursuant to this Section, the Alliance agrees to: (i) pay the Consultant for Services rendered through the termination date at the rates set forth in **Exhibit C**. The foregoing payment obligation is contingent upon: (i) the Consultant having fully complied with this Section; and (ii) the Consultant having provided the Alliance with written documentation reasonably adequate to verify the number of hours of Services rendered by each person through the termination date and the percentage of completion of each Deliverable.

Nothing in this Section shall be construed as limiting any right of either party in the event of a breach.



19.2 TERMINATION FOR DEFAULT

By giving written notice to the Consultant, the Alliance may terminate the Contract upon the occurrence of one or more of the following events:

- a. The Consultant fails to complete a particular task by the completion date set forth in this Contract;
- b. The Consultant makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- c. The Consultant takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the Contract, or failure to provide the proof of insurance as required by the Contract.
- d. The Consultant violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within fifteen (15) days of receipt of written notice of default from the non-defaulting party;
- e. The Consultant attempts to assign, terminate or cancel the Contract contrary to the terms hereof;
- f. The Consultant ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the Consultant's assets or properties.

Any notice of default shall identify this Section of the Contract and shall state the Alliance's intent to terminate the Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Alliance for default, the Consultant shall continue to perform the Services required by this Contract: (i) for six (6) months after the date of written termination notice; (ii) until the date on which the Alliance completes its transition to a new service provider; or (iii) until a date specified by the Alliance in the written termination notice.

19.3 CANCELLATION OF ORDERS AND SUBCONTRACTS

In the event this Contract is terminated by the Alliance for any reason prior to the end of the term, the Consultant shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement to the Alliance showing in detail the Services performed under this Contract to the date of termination.

19.4 AUTHORITY TO TERMINATE

The following persons are authorized to terminate this Contract on behalf of the Alliance: (a) the Alliance Manager; (b) any Assistant Alliance Manager; or (c) the Department Director of the Alliance Department responsible for administering this Contract.



19.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION

Upon expiration or termination of this Contract, the Consultant shall promptly return to the Alliance (i) all computer programs, files, documentation, media, related material and any other material and equipment that is owned by the Alliance; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination.

19.6 NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS

Termination of this Contract shall not relieve the Consultant of the obligation to pay any fees, taxes or other charges then due to the Alliance, nor relieve the Consultant of the obligation to file any daily, monthly, quarterly or annual reports nor relieve the Consultant from any claim for damages previously accrued or then accruing against the Consultant.

19.7 TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Contract, the Consultant shall cooperate with the Alliance to assist with the orderly transfer of the Services provided by the Consultant to the Alliance. Prior to termination or expiration of this Contract, the Alliance may require the Consultant to perform and, if so required, the Consultant shall perform certain transition services, necessary to shift the Services of the Consultant to another provider or to the Alliance itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

- a. Working with the Alliance to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- b. Notifying all affected service providers and subcontractors of the Consultant;
- c. Performing the Transition Service Plan activities;
- d. Answering questions regarding the Services on an as-needed basis; and
- e. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

20. CHANGES

In the event changes to the Services (collectively "Changes"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references and is attached to this Contract (an "Amendment"). The Amendment shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Amendment. If the receiving party does not accept the Amendment in writing within ten (10) days, the receiving party shall be deemed to have rejected the Amendment. If the parties cannot reach agreement on a proposed Change, the Consultant shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

21. RELATIONSHIP OF THE PARTIES

The relationship of the parties established by this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for



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any purpose, and neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

22. ALLIANCE OWNERSHIP OF WORK PRODUCT

The parties agree that the Alliance shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, specifications, creative works, software, data, programming code, documents and other work product developed for or provided to the Alliance in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). The Consultant hereby assigns and transfers all rights in the Intellectual Property to the Alliance. The Consultant further agrees to execute and deliver such assignments and other documents as the Alliance may later require to perfect, maintain and enforce the Alliance's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Consultant hereby appoints the Alliance as attorney in fact to execute all such assignments and instruments and agree that its appointment of the Alliance as an attorney in fact is coupled with an interest and is irrevocable.

The Alliance grants the Consultant a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Consultant shall not be entitled to use the Intellectual Property for other purposes without the Alliance's prior written consent.

The Consultant represents and warrants that the Intellectual Property will not infringe or misappropriate the intellectual property or other rights of any person or entity, and that the Alliance shall have the unrestricted right to use the Intellectual Property for any purpose. The Consultant further represents and warrants that it has the right to grant the rights granted to the Alliance in this Section on behalf of the Consultant subcontractors.

The Alliance recognizes that the Intellectual Property may be generated, stored, transmitted or published in various media, including, but not limited to traditional hard-copy (i.e., blue prints), CADD formats, via Internet or Extranet websites or other electronic or other media and such Intellectual Property may be subject to unauthorized tampering, modifications and alterations (collectively hereinafter referred to as "Unauthorized Use") by parties over whom the Consultant has no control. The Intellectual Property is also subject to discrepancies as a result of numerous factors, including without limitation, transmission and translation errors resulting from differences in computer software, hardware and equipment-related problems, disk malfunctions, and user error (collectively hereinafter referred to as "Discrepancies").

Accordingly, the Consultant has no responsibility for any Discrepancies in the Intellectual Property that are beyond the Consultant's reasonable control. The Consultant shall maintain a hard copy of the Intellectual Property for three (3) years from the date it completes all work under this Contract. If requested, the Consultant shall provide the Alliance with the Intellectual Property in electronic form, and the Alliance agrees to release the Consultant from all claims, causes of action, suits, demands and damages, arising from or relating to any Discrepancies in such Intellectual Property that are beyond the Consultant's reasonable control.

23. LICENSING

The Consultant may be required to provide evidence of all valid licenses and certificates required for performance of the Services. Such evidence shall be delivered to the Alliance no later than ten (10) days after the Consultant receives the notice requesting such information from the Alliance. Licenses and certificates required for this Contract include, by way of illustration and not limitation, the following: 1) a business license valid in North Carolina; 2) any additional licenses pertaining to or that may be required to be held by field professionals participating in the contract work.



24. INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the Alliance pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Consultant or its subcontractors in connection with this Contract; (iii) arising from the Consultant's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Consultant or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Consultant or an employee or subcontractor of the Consultant is an employee of the Alliance, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the Alliance and each of the Alliance's officers, officials, employees, agents and independent contractors (excluding the Consultant); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Consultant shall either: (i) procure for the Alliance the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the Alliance shall not be adversely affected by such replacement or modification. If the Consultant is unable to comply with the preceding sentence within thirty days after the Alliance is directed to cease use of a product or service, the Consultant shall promptly refund to the Alliance all amounts paid under this Contract.

This Section 22 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

25. SUBCONTRACTING

Should the Consultant choose to subcontract, the Consultant shall remain fully responsible for performance of all obligations, which it is required to perform under the Contract. Any subcontract entered into by Consultant shall name the Alliance as a third party beneficiary.

26. INSURANCE

Throughout the term of this Contract, the Consultant shall comply with the insurance requirements described in this Section. In the event the Consultant fails to procure and maintain each type of insurance required by this Contract, or in the event the Consultant fails to provide the Alliance with the required certificates of insurance, the Alliance shall be entitled to terminate this Contract immediately upon written notice to the Consultant.

26.1 General Requirements.

The Consultant shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this Section and the Alliance has approved such insurance. The Consultant shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained and approved.

All insurance policies required by this Section shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Consultant shall name the Alliance as an additional insured under the commercial general liability policy required by this Section.



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The Consultant's insurance shall be primary of any self-funding and/or insurance otherwise carried by the Alliance for all loss or damages arising from the Consultant's operations under this agreement. The Consultant and each of its subcontractors shall and does waive all rights of subrogation against the Alliance and each of the Indemnitees (as defined in **Section 22**).

The Alliance shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant and/or subcontractor providing such insurance.

Prior to execution of this Contract, the Consultant shall provide the Alliance with certificates of insurance documenting that the insurance requirements set forth in this Section have been met, and that the Alliance be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. The Consultant shall further provide such certificates of insurance to the Alliance at any time requested by the Alliance after execution of this Contract, and shall provide such certificates within five (5) days after the Alliance's request. The Alliance's failure to review a certificate of insurance sent by or on behalf of the Consultant shall not relieve the Consultant of its obligation to meet the insurance requirements set forth in this Contract.

Should any or all of the required insurance coverage be self-funded/self-insured, the Consultant shall furnish to the Alliance a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.

If any part of the work under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Section, provided that the amounts of the various types of insurance shall be such amounts as are approved by the Alliance in writing. However, this will in no way relieve the Consultant from meeting all insurance requirements or otherwise being responsible for the subcontractor.

26.2 Types of Insurance

Consultant shall obtain and maintain during the life of this Contract, with an insurance Consultant rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, the following insurance:

Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

Commercial General Liability. Bodily injury and property damage liability as shall protect the Consultant and any subcontractor performing work under this Contract, from claims of bodily injury or property damage which arise from operation of this Contract, whether such operations are performed by the Consultant, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Contract. The Alliance shall be listed as an additional insured under this coverage.



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Workers' Compensation Insurance. The Consultant shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

Professional Liability Insurance in an amount of not less than \$1,000,000 each claim and \$1,000,000 aggregate.

27. BACKGROUND CHECKS

Prior to starting work under this Contract, the Consultant is required to conduct a background check on each Consultant employee assigned to work under the Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under the Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven years; and (b) a reference check.

After starting work under this Contract, the Consultant is required to perform a Background Check for each new Consultant employee assigned to work under the Contract, and shall require its subcontractors (if any) to do the same for each of their new employees. If the Consultant undertakes a new project under the Contract, then prior to commencing performance of the project the Consultant shall perform a Background Check for each Consultant employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under the Contract fall within the categories described below, the Background Checks that the Consultant will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

- a. If the job duties require driving: A motor vehicle records check.
- b. If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.
- c. If job duties include entering a private household or interaction with children: A sexual offender registry check.

The Consultant must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Consultant shall notify the Alliance of any information discovered in the Background Checks that may be of potential concern for any reason.

The Alliance may conduct its own background checks on principals of the Consultant as the Alliance deems appropriate. By operation of the public records law, background checks conducted by the Alliance are subject to public review upon request.

28. DRUG-FREE WORKPLACE

The Alliance is a drug-free workplace employer. The Consultant hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- a. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;



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- b. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Consultant's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Consultant of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- d. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
- e. Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- f. Require any party to which it subcontracts any portion of the work under the Contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be grounds for suspension, termination or debarment.

29. COMMERCIAL NON-DISCRIMINATION

The Alliance has adopted a Commercial Non-Discrimination Ordinance as a condition of entering into this Contract the Consultant agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Consultant shall not discriminate on the basis of race, gender, religion, national origin, sexual orientation, ethnic, age, disability, or political affiliation in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a Alliance contract or contract solicitation process, nor shall the Consultant retaliate against any person or entity for reporting instances of such discrimination. The Consultant shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on Alliance contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Contract, the Consultant agrees to: (a) promptly provide to the Alliance all information and documentation that may be requested by the Alliance from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the Alliance within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Consultant has used on Alliance contracts in the past five years, including the total dollar amount paid by Consultant on each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the Alliance pursuant to the Alliance's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the Alliance, and to be bound by the award of any arbitration conducted under such Policy.

The Consultant agrees to provide to the Alliance from time to time on the Alliance's request, payment affidavits detailing the amounts paid by Consultant to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the Alliance from time to time.

The Consultant understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Consultant from participating in Alliance contracts and other sanctions.



30. MISCELLANEOUS

30.1 ENTIRE AGREEMENT

This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

30.2 CHANGE IN CONTROL

In the event of a change in "Control" of the Consultant (as defined below), the Alliance shall have the option of terminating this Contract by written notice to the Consultant. The Consultant shall notify the Alliance within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either:

- a. The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Consultant; or
- b. The power to direct or cause the direction of the management and policies of the Consultant whether through the ownership of voting securities, by contract or otherwise.

30.3 GOVERNING LAW, JURISDICTION AND VENUE

North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

30.4 BINDING NATURE AND ASSIGNMENT

This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

30.5 ALLIANCE NOT LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES

The Alliance shall not be liable to the Consultant, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the Alliance, or any other consequential, indirect or special damages or lost profits related to this Contract.

30.6 SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.



30.7 NO PUBLIALLIANCE

No advertising, sales promotion or other materials of the Consultant or its agents or representations may identify or reference this Contract or the Alliance in any manner absent the written consent of the Alliance. Notwithstanding the forgoing, the parties agree that the Consultant may list the Alliance as a reference in responses to requests for proposals, and may identify the Alliance as a customer in presentations to potential customers.

30.8 NO BRIBERY OR LOBBY

The Consultant certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the Alliance in connection with this Contract.

30.9 APPROVALS

All approvals or consents required under this Contract must be in writing.

30.10 WAIVER

No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.

30.11 SURVIVAL OF PROVISIONS

All provisions of this Contract which by their nature and effect are required to be observed, kept or performed after termination of this Contract shall survive the termination of this Contract and remain binding thereafter, including but not limited to the following

Section "Employment Taxes and Employee Benefits"

Section "Representations and Warranties of Consultant"

Section "Termination of Contract"

Section "Alliance Ownership of Work Product"

Section "Indemnification"

Section "Notices and Principal Contacts"

Section "Miscellaneous"

30.12 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES

The Consultant agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Consultant further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

30.13 TAXES

Except as specifically stated elsewhere in this Contract, the Consultant shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Consultant consents to and authorizes the Alliance to collect any and all delinquent taxes and related interest, fines, or penalties of the Consultant by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the Alliance to the Consultant pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties



owed by the Consultant to the Alliance. The Consultant hereby waives any requirements for notice under North Carolina law for each and every instance that the Alliance collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Consultant from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

30.14 CONSTRUCTION OF TERMS

Each of the parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

30.15 TRAVEL UPGRADES

The Alliance has no obligation to reimburse the Consultant for any travel or other expenses incurred in connection with this Contract unless this Contract specifically requires reimbursement. If this Contract requires reimbursement by the Alliance: (a) the Alliance will only pay coach/economy rate airline fares, and (b) the Consultant's invoices shall include sufficient detail of travel expenses to demonstrate that fares were at coach/economy rates. Notwithstanding the forgoing, nothing in this provision shall preclude complimentary upgrades to first class or business class seating, mileage, points, or credits based upgrades, or upgrades paid for by the Consultant so long as the Alliance is not charged for or asked to reimburse the upgrade charge or the value of the miles, points, or credits used.

30.16 DELAYS AND EXTENSIONS

Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual consent of the parties involved.

30.17 FORCE MAJEURE

The Consultant shall not be liable for any failure or delay in the performance of its obligations pursuant to this Contract and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder, except as set forth below, if all of the following conditions are satisfied:

- a. If such failure or delay could not have been prevented by reasonable precautions;
- b. If such failure or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- c. If and to the extent such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or court order (each, a "Force Majeure Event").

Upon the occurrence of a Force Majeure Event, the Consultant shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as: (i) such Force Majeure Event continues and (ii) the Consultant continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

The Consultant shall promptly notify the Alliance by telephone or other means available (to be confirmed by written notice within five (5) business days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force



Majeure Event. If any Force Majeure Event prevents the Consultant from performing its obligations for more than thirty (30) days, the Alliance may terminate this Contract.

30.18 ENDORSEMENT OF DOCUMENTS

The Consultant shall sign and seal, or cause to be signed and sealed, with the appropriate North Carolina Professional Seal, all plans, specifications, calculations, reports, plats, and construction documents prepared by the Consultant under this Contract.

30.19 CADD STANDARDS; FINAL PLANS

The Consultant shall perform all Services in accordance with the current version of the Alliance's CADD standards.

30.20 CORRECTION OF DEFECTS AND FAILURES

Any defective designs, specifications, plats, or surveys furnished by the Consultant and any failure of any Services performed by the Consultant to comply with any requirements set forth in this Contract shall be promptly corrected by the Consultant at no cost to the Alliance. The Alliance's approval, acceptance, use of, or payment for all or any part of the Consultant's Services or of the Project itself shall in no way alter the Consultant's obligations or the Alliance's rights under this Contract.

30.21 The Independent Contractor: The Independent Contractor will not be entitled to any benefits that are given to the Cabarrus Health Alliance. Neither Party is authorized to act as an agent for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts of conduct of the other. The Independent Contractor shall be exclusively responsible for reporting and paying of all income tax payments, unemployment insurance, social security obligations, and similar taxes and levies.

30.22 Media: The Independent Contractor should have no contact with any media of any type regarding this work. The Independent Contractor cannot and shall not represent the Alliance in any form of media. All media inquiries should be forwarded to the Alliance Public Information Officer, April Sloop.

30.23 Federal Funds: If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

30.24 Civil Rights: Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Contract.

30.25 Rehabilitation Act: Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and



Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Contract.

- 30.26 The American with Disabilities Act 1990: ADA makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Independent Contractor certifies that it and its principals will comply with regulations in ADA Title II (Public Services) and Title III (Public Accommodations) in fulfilling the obligations under this Contract.
- 30.27 Confidentiality: All information as to personal facts and circumstances obtained by the Independent Contractor in connection with the provision of services or other activity under this Contract shall be privileged communication, shall be held confidential, and shall not be divulged without the responsible person's written consent except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, which does not directly or indirectly identify particular individuals. Independent Contractor employees must sign confidentiality pledges documenting the knowledge of and the agreement to maintain personal and medical confidentiality.
- 30.28 Iran Divestment Act Certification: Independent Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-6E. The Independent Contractor shall not utilize any subcontractor that is identified on the List.

31. DISPUTE RESOLUTION

It is understood and agreed that projects subject to NCGS 143-128(g-h) requires that disputes arising under a Contract subject to a dispute resolution process specified by the Owner (i.e., the Alliance). In compliance with this statutory provision, the Alliance specifies this Article as the dispute resolution process to be used on this Project, regardless if the Project is or is not subject to NCGS 143-128(g-h). It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the Alliance is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Article and NCGS 143-128(g-h).

- 31.1 Any dispute arising between or among the Parties listed in Section 29.3 of this Article that arises from an agreement to perform services in conjunction with the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under the industry appropriate Mediation Rules ("Rules"). To the extent any provision of the Rules is inconsistent with the provisions of this Article, the provisions of this Article shall control. The mediation provided in this Article shall be used pursuant to this Contract and NCGS 143-128(g-h) and is in lieu of any dispute resolution process adopted by any other government entity, which process shall not apply to this Project.
- 31.2 For purposes of this Article the following definitions shall apply:
- a. Party or Parties refers to the parties listed in Section 29.3 of this Article.
 - b. Project means project pursuant to this Contract.



- 31.3 The Alliance and any Party contracting with the Alliance or with any first-tier or lower-tier subcontractor for the performance of the Project agree to participate in good faith in any mediation of a dispute subject to this Article and NCGS 143-128(g-h), including without limitation the following Parties (if any): Consultant, independent contractor(s) of the Alliance, surety(ies), subcontractor(s), and supplier(s).
- 31.4 The Consultant and all other Parties shall include this Article in every agreement to which it (any of them) is a Party in performing the Services of the Project without variation or exception. Failure to do so will constitute a breach of this Contract, and the Contractor or other Party failing to include this Article in any agreement required by this Article shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Article and can enforce the provisions hereof.
- 31.5 The following disputes are not subject to mediation: (i) a dispute seeking a non-monetary recovery; and (ii) a dispute seeking a monetary recovery of \$15,000 or less.
- 31.6 A dispute seeking the extension of any time limit set forth in an agreement to perform the Services for the Project shall be subject to mediation pursuant to this Article and NCGS 143-128(g-h), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.
- 31.7 For purposes of this Article, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.
- 31.8 In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.
- 31.9 Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.
- 31.10 If a Party breaches any provision of Section 29.9 of this Article, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.
- 31.11 All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as



**CABARRUS
HEALTH
ALLIANCE**

follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the Alliance is named as a party to the mediation, the Alliance shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the Alliance is named as a Party to the mediation, the Alliance shall pay at least one-third of the mediation expenses and costs divided among the Parties.

- 31.12 The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Mecklenburg County as the mediator shall determine.
- 31.13 The provisions of this Article are subject to any other provision of this Contract concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Article.
- 31.14 The Parties understand and agree that mediation in accordance with this Article shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Article.

*This space has been intentionally left blank.
Execution for the contract begins on the following page.*



**CABARRUS
HEALTH
ALLIANCE**

In witness whereof the Parties have caused this Contract to be duly executed, intending to be bound thereby.

Cabarrus Health Alliance
300 Mooresville Road
Kannapolis, NC 28081

Sharp Business Systems
4725 Entrance Drive Ste. J
Charlotte, NC 28273

Authorized
Signature:

Authorized
Signature:

Name:

Name:

Title:

Title:

Date:

Date:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Sue K. Yates
CFO, Cabarrus Health Alliance

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EXHIBIT A: Scope of Work

CHA is currently refurbishing the Brown Mill located in Concord, North Carolina. This new location will replace the current Dream Center and will include services such as WIC, case management, school health leadership, environmental health, and other programs offered through CHA. Brown Mill will also have a 5,000 sq feet auditorium to host gatherings that can accommodate all CHA staff.

The substantial completion date is set for December 2025 and full completion expected by January 2026. The installation of required systems must occur prior to the January 2026.

CHA is seeking qualified vendor(s) with the extensive expertise in audio-visual (AV) solutions to collaborate with us on this project and deliver a seamless and state-of-the-art AV infrastructure.

A detailed scope of goods and services, including descriptions and specifications are listed in Exhibit C of the original solicitation and within the contractor's submission.



EXHIBIT B: Project Schedule

Specific Project Schedule will be added, via a written amendment at time of assignment.
At signing of contract, no specific assignment was designated.



EXHIBIT C:
Brown Mill Audio-Visual Bid Sheets

The Included Items Total for each group in the Group Worksheet is Your Bid Price to CHA and should be transferred to Summary Bid Sheet (Part II)

All prices should reflect your GSA price-IF GSA PRICE IS UNAVAILABLE FOR A SPECIFIC ITEM, PLEASE INDICATE THIS IN THE ITEM DESCRIPTION. IF GSA PRICE IS AVAILABLE, YOU MUST SUBMIT THE GSA PRICE FOR ALL ELIGIBLE ITEMS OR YOUR BID WILL NOT BE QUALIFIED

An electronic version, via Excel, is available upon request. To obtain a copy, please **email: Monica.Shelley-Henson@CabarrusHealth.org**
Please note, a completed hard/printed copy is required to be submitted.

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Part I Begins On The Next Page.

Part I: Individual Group Price and Specification Sheet (one sheet per group).

Group Individual Price and Specification Sheet

Group A: Large, Multipurpose Rooms 1, 2, and 3

Description: Multi-purpose rooms 1, 2, and 3 will be separated by movable walls.

Specifications:

Combined and Separate Room Functionality

Audio/video systems in these rooms must operate individually, and

Must be able to be combined and controlled from the center room, conference room two.

Conference rooms 1 and 3 must be able to be combined to form a larger conference room with conference room 2 in any combination, i.e. Rooms 1 and 2; rooms 2 and 3; rooms 1, 2, and 3.

Each room will have a projector which will project onto a screen mounted in the front of the room (rear wall of the building).

In addition, the side rooms (1 and 3) will have each have a projector and screen mounted on the side walls so that presentations can be seen on the side wall as well.

When rooms are combined, video sources may be sent to any of the three front wall or two side wall screens included in the room combination. For example: Room 1 (side) and 2 (center) are combined, and the presenter laptop in the lectern in room 2 video source is sent to room 1 front and side screens and to room 2 front screen.

Individual Room Functionality

Each room must have a lectern/podium toward the front of the room (rear wall of the building).

Each lectern must have connections for HDMI input and power.

Each room must include a video camera with a view of the projection screen and presenter (podium) area.

The video from this camera source and the room audio must be sent to the podium as a USB output (web cam) so it can be used for online meeting apps like Microsoft Teams, Zoom, Google Meet, and other platforms hosted on a laptop at the podium.

Cabling to the lecterns for HDMI and USB must be included in the quote. Power will be provided by CHA in the floor at the podium location.

- If lectern HDMI and USB signals can be sent wirelessly to the room audio/video system, this solution is preferred.
 - Using the latest HDMI standards is also preferred.
- Each room must have an input/output panel at the back of the room with the following:
 - HDMI input
 - Stereo Audio Input
 - Stereo Audio Output (room audio including microphones and presentation audio)
- Each room must have an electronic control interface for the entire audio/video system at the back of the room.
- The electronic control interface should control all functions below but is not limited to those functions:
 - Projector and/or television power
 - Projection screen position
 - Video inputs
 - Video outputs
 - Audio power
 - Audio inputs
 - Audio volume
- Each room must have one projector and one projection screen mounted to wall in the front of the room (exterior wall) of suitable size so that people sitting within the room can clearly see the computer, video, and other standard formats displayed on the screen.
 - Minimum projector resolution is digitally scaled 4K
 - Minimum projector brightness 7000 lumens
 - Screen aspect ratio 16:10
 - Minimum diagonal screen size 164"
- Each of the two side rooms must have one projector and screen mounted to the side wall of the room of suitable size so that people sitting within the room can clearly see the computer, video, and other standard formats displayed on the screen.

- Minimum projector resolution is digitally scaled 4K
- Minimum projector brightness 7000 lumens
- Screen aspect ratio 16:10
- Minimum diagonal screen size 164"
- Each room must have an audio system and speakers suitable so that people sitting within the room can hear presentations from computers and other audio sources.
- Each room must include one wireless lapel microphone and one wireless hand-held microphone for presentations.
- Each room must include a lectern suitable for connecting the audio/video connections (HDMI, USB, and power).
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items here

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

No GSA Pricing available

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group A: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
2	Crown	CDI1000	CROWN AMPLIFIER FOR MAIN ROOM AV RACK	\$ 1661.11	\$ 3322.22
1	RTI	XP8V	MAIN AV CONTROLLER FOR 3 AV ROOMS	\$ 3888.89	\$ 3888.89
1	Net Gear	GSM4230P-100NAS/EXPANDER	NETWORK POE SWITCH FOR MEDIA	\$ 2000	\$ 2000
1	WIRESTORM	NHD-CTL-PROV2	MEDIA OVER IP CONTROLLER	\$ 888.89	\$ 888.89
5	Sharp/NEC	NP-PV710UL-W1-13ZL	13ZL 7100 Lumens Projector 4K	\$ 3802.67	\$ 19013.33
5	DA-LITE	21866L	PROJECTION SCREEN, DA-LITE 16:10	\$ 6655.56	\$ 33277.78

8	JBL	CONTROL67PP	CEILING PENDANT SPEAKER	\$ 432.22	\$ 3457.78
4	JBL	CONTROL 25-1	WALL MOUNT JBL SPEAKER	\$ 410	\$ 1640
1	A2V	ER42U	ROLLING AV RACK FOR CORNER OF MAIN ROOM RIGHT SIDE FOR ALL 3 ROOMS	\$ 1777.78	\$ 1777.78
1	WATTBOX	WB-600-VCE10/WB-100VPS8	RACK POWER FILTER AND OUTLETS FOR EQUIPMENT	\$500	\$500
3	RTI	AD46-100	DUAL CH MIC RX WITH CHARGER, INCLUDE HH, LAV MIC	\$1333.33	\$4000
3	RTI	IST-10-B	ROOM CONTROL TOUCH SCREEN 10" WALL, WHITE	\$1332.22	\$3996.67
1	RTI	AD1616	AUDIO MATRIX FOR ROOM AUDIO SHARING	\$4666.67	\$4666.67
1	RTI	AD4600	MIC MIXER UNIT FOR 3 ROOMS	\$3888.89	\$3888.89
3	WIRESTORM	NHD-500-TXV2	MEDIA OVER IP TX UNIT FOR PODIUM	\$1105.56	\$3316.67
5	WIRESTORM	NHD-500-RXV2	MEDIA OVER IP RX UNIT FOR 5 PROJECTORS	\$1105.56	\$5527.78
3	ICC	ICC-AUX	AUX AUDIO INPUT PLATE	\$327.78	\$983.33
5	PEERLESS	PRG-UNV WHITE	PROJECTOR MOUNT KIT, WHITE, AND MISC CEILING MOUNTS/POLE	\$500	\$2500
3	MIDDLE ATLANTIC	L2LDC2CCMGE	PODIUM, DA LITE, BASIC WITH HDMI AND USB, POWER	\$2444.44	\$7333.33
1	BINARY	CABLES	ROOM DEVICE CONNECTIVITY, CABLING FOR PROJECTOR, SCREENS, CONTROLLERS, AND RACK INTERCONNECTION	\$833.33	\$833.33
1	RTI	ESC2/PCM4	SYSTEM I/O EXPANDER FOR CONTROL OUTPUTS	\$722.22	\$722.22
3	MISC	MISC	COMPLETE 3 ROOM INSTALL, PROGRAMMING, SETUP, TEST AND TUTORIAL	\$19444.44	\$58333.33

TOTAL: \$165,868.89

Group A: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group A: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group B: Conference Rooms

Description: The following specifications apply to each of the five (5) conference rooms:
181 – Conference Room - Environmental Health, approximately 20’ x 16’
158 – Large Conference Room, approximately 25’ x 16’
144 – Conference Room - School Health, approximately 21’ x 17’
127 – Group Therapy - Behavioral Health, approximately 21’ x 12’
137 – Collaboration - Care Management and Adolescent Health, approximately 28’ x 14’

Specifications:

Each room may seat up to 12 people around a long table.

- CHA will provide e a conference room table of appropriate size for the room, capable of connecting power and audio / video inputs (HDMI and meeting system) to the tabletop.
- CHA will provide power to floor beneath the table.
- CHA will provide an ethernet network connection beneath the table.
- Must include a television large enough and with speakers sufficient for people in the room to see and hear PC and video presentations. ○ Minimum screen resolution 4K UHD ○ Minimum diagonal screen size 75”
- Must include a wall mount.
- Must have a table input for HDMI which connects to the television
- Must include an online meeting system (cameras, microphones, and speakers capable of connecting in-room meeting participants to online meetings) ○ System must accommodate at least 12 participants seated around a long meeting table.
 - System must work with Microsoft Teams ○ System must be accessible to multiple staff members, multiple staff devices, e.g. laptops
 - Must include any cabling needed to connect cameras not on the meeting table to devices located on the meeting table.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: *Describe your bid items.*

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: *Explain anything about your proposed solution which does not meet the specification above. Type “none” if your proposed items meet the specifications above.*

No GSA Pricing available

Alternates: *Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.*

Group B: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
5	Sharp	4P-B75EJ2U	75" 4k professional grade monitors	\$ 1048.89	\$ 5244.44
3	BIAMP	VBC2800A	Video conferencing bar	\$5002.67	\$ 15008.00
2	BIAMP	X-400 MRB	Meeting room bundle with pendant mic and speakers	\$ 7911.11	\$ 15822.22
5	A2V	T4080	Bracket for TV	\$ 91.11	\$ 455.56
5	INSTALL	INSTALL	INSTALL VIDEO CONF EQUIPMENT AND PROVIDED MISC CABLING AND PARTIAL PULL OUT MOUNT FOR TV	\$ 3166.67	\$ 15833.33

TOTAL: \$52,363.37

Group B: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group B: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group C: Waiting Room TVs

Description: The following specifications apply to each of the two (2) waiting rooms labeled: Waiting Area – 111 and Waiting/Reception 175 **Specifications:**

- Must include a television large enough for people in the room to see computer and video presentations. ○ Minimum screen resolution 4K UHD ○ Minimum diagonal screen size 65”
- Must include a wall mount with room for a PC.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type “none” if your proposed items meet the specifications above.

No GSA Pricing available

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group C: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
2	Sharp	4P-B65EJ2U	55" 4k professional grade monitors	\$ 656.64	\$ 1313.29
2	A2V	T4080	Bracket for TV	\$ 91.11	\$ 182.22
2	INSTALL	INSTALL	WAITING ROOM -TV INSTALL INCLUDING BRACKET, ASSUMES PC PROVIDED BY OTHERS AND INCLUDES A PC MOUNT PROVIDED BY OTHERS. WE PROVIDE FLAT/PARTIAL PULL OUT ACCESS MOUNT--PER TV	\$ 333.33	\$ 666.67

TOTAL: \$2,162.18

Group C: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Group C: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Group D: WIC Waiting Room TVS

Description: The following specifications apply to the room labeled: Waiting 154.

Specifications:

- Must include two (2) televisions large enough for people in the room to see video computer and video presentations.
 - Minimum screen resolution 4K UHD
 - Minimum diagonal screen size 55"
- Must include two (2) wall mounts with room for a PC.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

No GSA Pricing available

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group D: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
2	Sharp	4P-B55EJ2U	55" 4k professional grade monitors	\$ 485.76	\$ 971.51
2	A2V	T4080	Bracket for TV	\$ 91.11	\$ 182.22
2	INSTALL	INSTALL	TV INSTALL INCLUDING BRACKET, ASSUMES PC PROVIDED BY OTHERS AND INCLUDES A PC	\$ 333.33	\$ 666.67

TOTAL: \$1,820.40

Group D: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Group D: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Group E: WIC Consultation

Description: The following specifications apply to each of the six (6) consultation rooms on the first floor, labeled 157, 158, 159, 160, 161, 162 **Specifications:**

- Must include an LCD television large enough for people in the room to see video PC, and video presentations.
 - Minimum screen resolution 4K UHD
 - Minimum diagonal screen size 55"
- Must include an LCD wall mount with room for a PC.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

No GSA Pricing available

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group E: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
6	Sharp	4P-B55EJ2U	55" 4k professional grade monitors	\$485.76	\$ 2914.53
6	A2V	T4080	Bracket for TV	\$91.11	\$546.67
6	INSTALL	INSTALL	TV INSTALL	\$ 333.33	\$ 2000.00

TOTAL: \$5461.20

Group E: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$

TOTAL:

Group E: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$

TOTAL:

Group F: TVs in Gym

Description: The following specifications apply to area labeled: First Floor Gym

Specifications:

- Must include an LCD television large enough for people in the room to see television and video presentations.
- Must include two (2) LCD televisions large enough for people in the room to see TV and video presentations.
 - Minimum Screen Resolution 4K UHD
 - Minimum Diagonal Screen Size 55"
- Must include two (2) LCD wall mounts with room for a PC or other video device.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

No GSA Pricing available

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group F: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
2	Sharp	4P-B55EJ2U	55" 4k professional grade monitors	\$485.76	\$ 971.51
2	A2V	T4080	Bracket for TV	\$ 91.11	\$ 182.22
2	INSTALL	INSTALL	TV INSTALLATION	\$ 333.33	\$ 666.67

TOTAL: \$1,820.40

Group F: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Group F: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$

TOTAL:

Group H: Overhead Paging System

Description: A speaker system to facilitate overhead paging throughout the building. Any controls for the system will be located in 196 – IT Room.

Specifications:

- IP paging control system capable of interfacing with SIP based phone system
- Speakers sufficient so that when a staff member uses the phone system to page overhead, the message can be heard clearly throughout the building.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

No GSA Pricing available

Alternates Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group H: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
12	GENESIS	CAT5E	PAGING SYSTEM CABLING	\$ 166.67	\$ 2000.00
1	INSTALL	INSTALL	PAGING SYSTEM LABOR, INSTALL AND SETUP, PROGRAMMING, CUSTOMER TO ASSIST WITH SIP PROTOCOL	\$ 13888.89	\$ 13888.89
1	NETGEAR	GSM4230P-100NAS	POE SWITCH FOR PAGING SPEAKERS	\$ 1555.56	\$ 1555.56
28	VALCOM	VIP415	PAGING SPEAKER, WHITE, POE	\$202.22	\$5662.22

28	SRCOMPONENTS	C6-PATCH	POE CONNECTIVITY FOR SWITCH -PATCH CABLING	\$11.11	\$311.11
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TOTAL: \$23,417.78

Group H: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Group H: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Part II: Summarized Bid Sheet

Transfer total from Part I: Individual Group Price and Specification Sheet

Group	Group Description	Included Sub-Total	Not Included Sub-Total	Total
A	Large, Multi-purpose Room 1, 2, & 3	\$ 165,868.89	\$	\$ 165,868.89
B	Conference Rooms	\$ 52,363.37	\$	\$ 52,363.37
C	Waiting Room Televisions	\$ 2,162.18	\$	\$ 2,162.18
D	WIC Waiting Room Televisions	\$ 1,820.40	\$	\$ 1,820.40
E	WIC Consultation Rooms	\$ 5,461.20	\$	\$ 5,461.20
F	Televisions in Gym	\$ 1,820.40	\$	\$ 1,820.40
H	Overhead Paging System	\$ 23,417.78	\$	\$ 23,417.78

Monica A Shelley-Henson

From: Ryan J McGhee
Sent: Wednesday, August 20, 2025 4:57 PM
To: Amabile, Angelo
Cc: Byrd, Erin; Archer, Christopher; Monica A Shelley-Henson
Subject: Re: CHA Bid

Hi Angelo,

Thanks for this information. I think this is sufficient. If we need something more formal, we will reach out.

Thanks!
Ryan

Ryan McGhee He/Him | Chief Technology Officer
Cabarrus Health Alliance
300 Mooresville Rd. Kannapolis, NC 28081
Office: 704-920-1010 | www.cabarrushealth.org



Our mission is to improve individual and community health through services, education, and collaborative action.

Compassion | Adaptability | Integrity | Collaboration

From: Amabile, Angelo <Angelo.Amabile@SharpUSA.Com>
Date: Wednesday, August 20, 2025 at 2:28 PM
To: Ryan J McGhee <ryan.mcghee@cabarrushealth.org>
Cc: Byrd, Erin <Erin.Byrd@SharpUSA.Com>, Archer, Christopher <Christopher.Archer@SharpUSA.Com>, Monica A Shelley-Henson <monica.shelley-henson@cabarrushealth.org>
Subject: Re: CHA Bid

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Just following to make sure this is sufficient.

Angelo Amabile
Solutions Specialist
Sharp Business Systems
4725 Entrance Drive, Suite J.
Charlotte, NC 28273
Office: 704-672-3005
Cell: 803-493-1241



Biamp Education Experience

From: Amabile, Angelo <Angelo.Amabile@SharpUSA.Com>
Sent: Tuesday, August 19, 2025 11:59 AM
To: Ryan J McGhee <ryan.mcghee@cabarrushealth.org>
Cc: Byrd, Erin <Erin.Byrd@SharpUSA.Com>; Archer, Christopher <Christopher.Archer@SharpUSA.Com>; Monica.Shelley-Henson@CabarrusHealth.org <monica.shelley-henson@cabarrushealth.org>
Subject: Re: CHA Bid

Hi Ryan,

Below is the message I asked Erin to send, but in a more formal format. If everything looks good to you, just reply with "okay" and she can skip this task. If you need a more formal response, please elaborate on the proper method. These cameras were figure into the cost originally and left off the description so obviously no charge for them.

Section responding to Group A

Each room must include a video camera with a view of the projection screen and presenter (podium) area. The video from this camera source and the room audio must be sent to the podium as a USB output (web cam) so it can be used for online meeting apps like Microsoft Teams, Zoom, Google Meet, and other platforms hosted on a laptop at the podium.

A camera will be installed in each individual room Total of three cameras for Group A

Group B: Conference Rooms

Description: The following specifications apply to each of the five (5) conference rooms:

181 – Conference Room - Environmental Health, approximately 20' x 16' **This room will consist of the Biamp conference bar with built in camera speakers and mic**

158 – Large Conference Room, approximately 25' x 16' **This room will consist of the Biamp X-400 MRB room system with Speakers Mics and camera**

44 – Conference Room - School Health, approximately 21' x 17' **This room will consist of the Biamp conference bar with built in camera speakers and mic**

127 – Group Therapy - Behavioral Health, approximately 21' x 12' **This room will consist of the Biamp conference bar with built in camera speakers and mic**

137 – Collaboration - Care Management and Adolescent Health, approximately 28' x 14' **This room will consist of the Biamp X-400 MRB room system with Speakers Mics and camera**

Angelo Amabile

Solutions Specialist

Sharp Business Systems

4725 Entrance Drive, Suite J.

Charlotte, NC 28273

Office: 704-672-3005

Cell: 803-493-1241



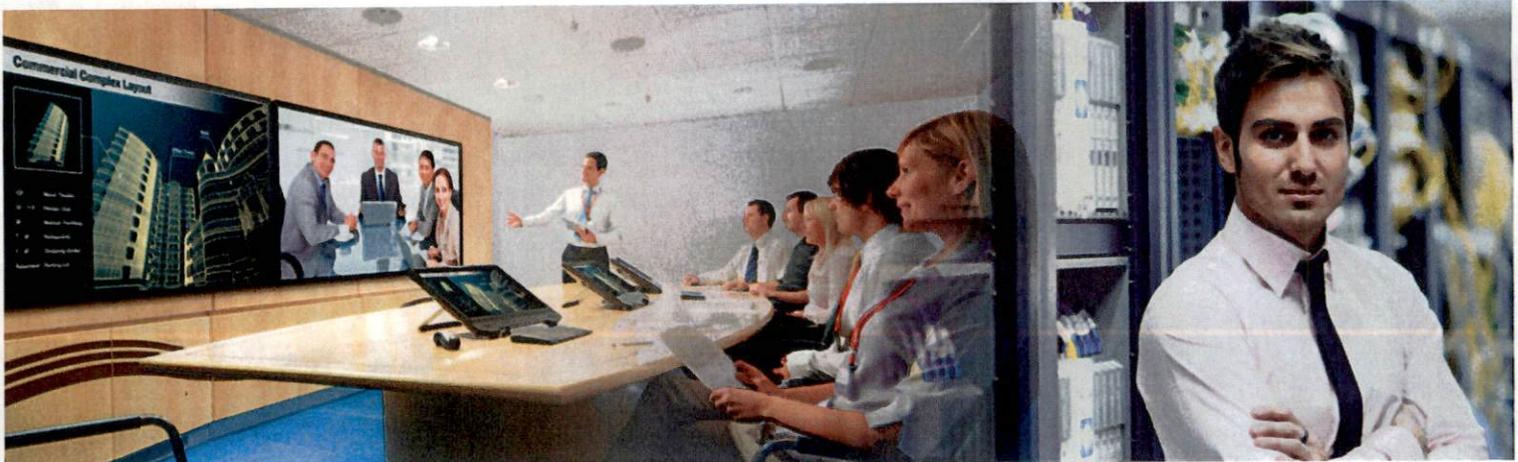
Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.



EXHIBIT D: Contractor's RFP Submission



SHARP BUSINESS SYSTEMS



**Sharp Response to
Public Health Authority of Cabarrus County
d.b.a. Cabarrus Health Alliance (CHA)
REQUEST FOR PROPOSAL (RFP)
#705-2025-0002
Audio Visual Systems**



Prepared by:
Sharp Enterprise Account Team
August 1, 2025

Section A: Cover Letter

SHARP.

SHARP BUSINESS SYSTEMS

August 1, 2025

Dear RFP Committee:

Sharp Business Systems (SBS) would like to thank Cabarrus Health Alliance (CHA) for the opportunity to share with you what makes SBS so unique. We appreciate the opportunity to participate in the RFP and serve as your business partner for your next Audio Visual Services Project. We hope that you find a true partnership in our approach to serving our clients' needs.

To earn your business partnership through the RFP process, our Sharp team has made every effort possible to craft a favorable response. In the following pages of our response, you will find our recommendation. We have designed our proposal to the RFP based on the specifications outlined by CHA, along with our expertise and experience. Our proposal is flexible and can be fine-tuned if Sharp is selected as your preferred partner. This project would take 30-45 days to complete.

We are fully committed to a successful partnership with CHA and providing a solution and level of service and support that is second to none!

Sharp Electronics Corporation, through its Sharp Business Systems division
4725 Entrance Dr. Suite J. Charlotte, NC 28273
704-523-3333
www.sharpusa.com

Chris Archer
Branch Account Executive
(678) 386-4781
Christopher.Archer@SharpUSA.com

Brian Alspector
President SBS NC/VA
704-672-3002
Brian.Alspector@SharpUSA.com

"The information contained in this proposal or any part thereof, including exhibits, schedules, and any other documents and instruments delivered or to be delivered to CHA, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead Cabarrus Health Alliance as to any material facts."

"We certify that we do not have any actual or potential conflicts of interest with, or adversarial litigation against Cabarrus Health Alliance or any of its officers or employees. During the course of the contractual relationship formed pursuant to this solicitation response, any such conflict of interest, whether newly arising or newly discovered, will be disclosed, in writing, to Cabarrus Health Alliance procurement office."

Section B: Company Background and Experience

Sharp Overview

Global Technology Leader

Since its founding in 1912, Sharp Corporation has innovated and endeavored to pioneer new fields. Sharp's founder, Tokuji Hayakawa, coined the phrase, "Make products that others want to imitate", which the company has lived up to ever since. The present name of the company and its trademark are derived from Hayakawa's 1915 invention of the mechanical pencil, "Ever-Ready Sharp Pencil." From the first invention, Sharp has harnessed originality and creativity in the pursuit of convenience and quality for its consumers.

A technology company on the rise.



Sharp Business Systems (SBS) is the direct sales division of Sharp's B2B business in the U.S. Our Simply Smarter technology portfolio makes us a one-stop shop for interactive displays such as the Windows collaboration display and AQUOS BOARD® interactive display, commercial displays, security-first laptops, desktop monitors, multifunction copier and printer solutions, IT services and more. Divisions of the Sharp that SBS works with include Dynabook (formerly Toshiba) laptops, known for their innovation, reliability and security; and Sharp NEC (SNDS) which focus on the production and development of high-quality visual products and professional service offerings.

Section C: Personnel Information

Support

The North Carolina group that makes up Sharp has been in the Charlotte market since 1988. We currently have over 150 employees in the NC market to support every customer challenge.

Your Dedicated Team:

- **Chris Archer** -Branch Account Executive
- **Jim Underwood** -Branch Sales Manager
- **Erin Byrd** -Enterprise Account Sales Manager/Project Manager
- **Angelo Amabile** -Visual Solutions Specialist/Project Manager
- **Brian Alspecter** - Branch President

Section D: Reference & Experience

Mitsubishi Materials USA

1. Large training room with videowall and multiple speakers and microphones RTI control for room control. Automated shades in conference room and lobby along with President's office. Conference room with video conferencing cameras, speakers and microphones. Ongoing last install was 11-2024
2. Mike Pace 980-312-3111 105 Corporate Center Drive, Mooresville NC 28117
3. Square footage estimates 2500 square feet training room, Multiple small meeting rooms 400 square feet. \$380,000
4. Answered in #1
5. No issues or delays were encountered
6. Our quote was accurate with no additional charges
7. No expenses incurred that were not expected

York County Natural Gas

1. Large presentation room with Shades, Audio and video. Multiple TVs throughout the space. Background music along with paging optioned in when they want to use it. Multiple large training and meeting rooms with Audio and video presentation and conferencing systems. Install 4th quarter 2022
2. Jeff Deason 803-417-5329 965 West Main Street Rock Hill, South Carolina 29730
3. 2 Rooms approximately 60 square feet, 2 Rooms approximately 60 square feet. \$360,000
4. Answered in #1
5. No issues or delays were encountered by us but there were delays by the electrician
6. Our quote was accurate with no additional charges
7. No expenses incurred that were not expected

Section E: Required Forms

Proposal Submission SBS can satisfy all requirements of the RFP as requested.

Execution Certification

Certification: By executing this proposal, the undersigned Vendor certifies that: (i) this proposal is submitted competitively and without collusion (G.S. 143-54), (ii) none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), (iii) it is not an ineligible vendor as set forth in G.S. 143-59.1, (iv) no gift has been offered, extended, or promised by any of its employees or representatives to any CHA employee associated with preparing plans, specifications or estimates for this RFP, or in awarding or administering the contract to result from this RFP, or in inspecting or supervising the services to be rendered (G.S. 133-32), (v) if any of the services to be performed under this RFP will be performed outside the United States by the Vendor or Vendor's subcontractors, Vendor has disclosed such information in writing to CHA (G.S. 147-33.97); (vi) it acknowledges that auditors contracted by CHA and State of North Carolina auditors have the right under North Carolina law to access upon request the Vendor's records and representatives to audit fees and performance associated with procurement contracts (G.S. 147-64.7), (viii) neither it nor any assignee of the Vendor is identified on a list maintained by the NC State Treasurer of persons engaged in investment activities in Iran (G.S. §143C-6A.5), (ix) if proposals are being requested for construction or repair work, must be submitted in accordance with the provisions set forth in G.S. 143-129, (x) if the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324). False certification may constitute a Class I felony under North Carolina law.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.

VENDOR: Sharp Electronics Corporation, through its Sharp Business Systems division		
STREET ADDRESS: 4725 Entrance Dr. Suite J.		P.O. BOX:
CITY & STATE & ZIP: Charlotte, NC 28273		ZIP:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		TELEPHONE NUMBER: 704-523-3333
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Brian Alspector President SBS NC/VA		FAX NUMBER: 704-672-3112
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 8/1/25	E-MAIL: Brian.alspector@sharpusa.com

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by CHA.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** CHA reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, CHA reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to CHA, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of CHA.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any contract arising from it, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4, 5 and 6 of this RFP; (3) CHA General Contract Terms and Conditions attached as ATTACHMENT B; (4) Instructions in ATTACHMENT A:
INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
8. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §14348 and Executive Order #150 (1999), CHA invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
9. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, CHA will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information

shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label

as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

10. **PROTEST PROCEDURES**: When a Vendor wishes to protest the award of a contract resulting from this solicitation, the Vendor shall submit a written request addressed to the CHA Contract and Procurement Specialist that issued the award. The protest request must be received within thirty (30) consecutive calendar days from the date of the contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note**: A contract award notice (purchase order) is sent only to the Vendor actually awarded the contract, and not to every person or firm responding to a solicitation. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
11. **MISCELLANEOUS**: The singular of any word or phrase shall be read to include the plural and vice versa.
12. **COMMUNICATIONS BY VENDORS**: In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of CHA until after the award of the contract or cancellation of this RFP. All Vendors are forbidden from having any communications with CHA, or any other representative of CHA concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless CHA directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to CHA any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, service, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the discretion of CHA, from the contract award. Only those communications with CHA authorized by this RFP are permitted.
13. **WITHDRAWAL OF PROPOSAL**: A Proposal may be withdrawn only in writing prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Contract and Procurement Specialist.
14. **INFORMAL COMMENTS**: CHA shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of CHA during the competitive process or after award. CHA is bound only by information provided in this RFP and in formal Addenda issued via the same method in which the RFP was advertised.

15. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; CHA will not reimburse any Vendor for any costs incurred prior to award.
16. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
17. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, etc. for each proposed subcontractor that is required to be provided for Vendor itself. Any subcontracting by a Vendor must be approved in writing by CHA. If subcontractors are going to be used, please provide the subcontractors information on Exhibit C.
18. **INSPECTION AT VENDOR'S SITE:** CHA reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to contract award, and during the contract term as necessary for CHA determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

This Space is Intentionally Left Blank

ATTACHMENT B1: CHA GENERAL CONTRACT TERMS AND CONDITIONS

Availability of Funds: The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Alliance. Agreement shall automatically terminate if funds cease to be available.

The Vendor: The Vendor will not be entitled to any benefits that are given to the Cabarrus Health Alliance. Neither Party is authorized to act as an agent for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts of conduct of the other. The Vendor shall be exclusively responsible for reporting and paying of all income tax payments, unemployment insurance, social security obligations, and similar taxes and levies.

Media: The Vendor should have no contact with any media of any type regarding this work. The Vendor cannot and shall not represent the Alliance in any form of media. All media inquiries should be forwarded to the Alliance Public Information Officer, Marcella Beam.

Termination: Termination of this agreement shall occur within 30 days of written notification by either Party to the other Party. This termination shall be for any reason or no reason.

Federal Funds: If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Civil Rights: Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Contract.

Rehabilitation Act: Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Contract.

The American with Disabilities Act 1990: ADA makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Vendor certifies that it and its principals will comply with regulations in ADA Title II (Public Services) and Title III (Public Accommodations) in fulfilling the obligations under this Contract.

Confidentiality: All information as to personal facts and circumstances obtained by the Vendor in connection with the provision of services or other activity under this Contract shall be privileged communication, shall be held confidential, and shall not be divulged without the responsible person's written consent except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, which does not directly or indirectly identify particular individuals. Vendor employees must sign confidentiality pledges documenting the knowledge of and the agreement to maintain personal and medical confidentiality.

Subcontracting: The Vendor shall not subcontract any of the work contemplated under this Contract without obtaining prior written approval from the Alliance. Any approved subcontract shall be subject to all conditions of this Contract.

Hold Harmless: The Vendor agrees to indemnify and save harmless the Alliance against any claims of third parties arising out of any act or omission of the Vendor, its agents, employees, and subcontractors in the performance of this Contract.

Iran Divestment Act Certification: Vendor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-6E. The Vendor shall not utilize any subcontractor that is identified on the List.

Insurance: The Vendor agrees to furnish worker's compensation, liability insurance and other insurance as may be required to protect the Vendor and the Alliance against claims, which may arise from the Vendor's performance.

Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under this Contract.

**SHARP ELECTRONICS CORPORATION
EXCEPTIONS TO REQUEST FOR PROPOSAL FOR
PUBLIC HEALTH AUTHORITY OF CABARRUS COUNTY
Request for Proposal #705-2025-0002
(the "RFP")**

GENERAL CONDITIONS

Sharp Electronics Corporation ("Sharp"), as part of its response to the Public Health Authority of Cabarrus County ("CHA"), submits the following conditions and/or exceptions with respect to the above referenced RFP.

Sharp understands that the terms of any final agreement may be subject to further negotiations between the CHA and Sharp, and is willing to discuss the matters, as well as any other proposed agreement terms, if the CHA proposes to award a contract to Sharp pursuant to the RFP.

SPECIFIC CONDITIONS AND EXCEPTIONS

Without in any way limiting the generality of the foregoing, Sharp's response to the RFP is subject to the following specific conditions or exceptions.

ATTACHMENT A: INSTRUCTIONS TO VENDOR

Page 17, Section 18. Inspection at Vendor's Site

Sharp takes exception to this language and request same be deleted in its entirety.

ATTACHMENT B1: CHA GENERAL CONTRACT TERMS AND CONDITIONS

Page 18, Availability of Funds

Sharp takes exception to this language and request Sharp be provided at least thirty (30) days' notice prior to termination.

Page 19. Hold Harmless

Sharp takes exception and request same be modified as follows:

Each Party ("Indemnifying Party") ~~The Vendor~~ agrees to indemnify and save harmless the **other party ("Indemnified Party")** ~~Alliance~~ against any claims of third parties **in connection with arising out of any negligent act or omission of the Indemnifying Party,** ~~Vendor,~~ its agents, employees, and subcontractors in the performance of this Contract.

ATTACHMENT B2: FEDERAL GENERAL TERMS AND CONDITIONS

This Exhibit is incorporated into each Purchase Order ("PO") issued by Cabarrus Health Alliance (CHA) to CHA vendors (each a "Vendor"), unless other terms are specified on the face of the PO or in a duly-executed contract or other written document signed by the CHA. Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the PO. In the event of a conflict between this Exhibit and the main body of the PO terms, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Vendor represents and warrants that, as of the date the PO is issued, neither the Vendor nor any subcontractor or subconsultant performing work under this PO (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the PO term the Vendor or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Vendor shall notify CHA immediately.
2. **Record Retention.** The Vendor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after it receives City notice that CHA has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Vendor represents and warrants that in its performance under the PO, the Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** The Vendor certifies that:
 - A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, 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 and Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

- C. The Vendor 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.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).** If the PO is in excess of \$100,000 and involves the employment of mechanics or laborers, the Vendor must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. § 3702 of the Contract Work and Safety Standards Act, the Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 C.F.R. § 401.2 and CHA wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, CHA must comply with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. The Federal Government is not a party to the PO and is not subject to any obligations or liabilities to CHA, Vendor, or any other party pertaining to any matter resulting from the PO.
10. **Equal Employment Opportunity.** In its performance under the PO, the Vendor shall comply with the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R., 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
11. **THE VENDOR SHALL COMPLY WITH ALL FEDERAL REQUIREMENTS.**
- A. The Vendor acknowledges and understands that this PO will be financed at least partially with funding from the federal government. The Vendor further acknowledges and understands that this PO is therefore subject to: (1) all applicable federal laws, (2) all applicable federal regulations, (3) all applicable federal policies, (4) the conditions and requirements of all federal grants that in any way will fund any part of the work under this PO, and (5) the most recent Federal Transit Administration's "Master Agreement," including any certifications or contract provisions that the Master Agreement requires to be included in this PO. For purposes of these FTA Terms, items (1) through (5) in the immediately preceding sentence, as those items may be amended or updated from time to time, are referred to collectively as "Federal Law." B. All provisions of Federal Law are incorporated into this PO by reference and are fully binding on the Vendor as if they were recited here verbatim. The Vendor shall ensure that all provisions of Federal Law are incorporated into all subcontracts (of every tier) and in all contracts with those supplying any materials, equipment, or other products related in any way to this PO, such that all subcontractors of every tier and all suppliers are contractually required to comply with all provisions of Federal Law.
- C. The Vendor at all times shall: (1) fully comply with all provisions of Federal Law, (2) ensure that all work under this PO (including, by example only, all subcontracted work) fully complies with all provisions of Federal Law, and (3) ensure that no aspect of the Vendor's performance under this PO would cause CHA or any of its officials, employees, or agents to be at any risk of violating any provision of Federal Law. In addition, the Vendor shall not perform any act, fail to perform any act, or refuse to comply with any City request to the extent that doing any of those things would create any risk of CHA or any of its officials, employees, or agents being in violation of any provision of Federal Law.
- D. By delivering or performing under this PO, the Vendor represents to CHA and covenants with CHA that, as of the date that this PO takes effect, the Vendor has fully complied with all provisions of Federal

Law and that the Vendor shall continue to fully comply with all provisions of Federal Law at all times while this PO is in effect.

12. CIVIL RIGHTS LAWS AND REGULATIONS.

The Vendor acknowledges that CHA must comply with all applicable federal civil rights laws and regulations and with 49 U.S.C. § 5323(h)(3) to the extent that the statute is applicable. The Vendor acknowledges and agrees that "Federal Law" for purposes of Article 1.1 of these FTA Terms includes all applicable federal civil rights laws and regulations, as they may be amended from time to time. Some of those civil rights laws and regulations are identified and summarized below, and the Vendor acknowledges that its obligations under Article 1.1 of these FTA Terms include an obligation to fully comply with the laws and regulations identified below and to ensure that all suppliers and all subcontractors (of every tier) fully comply with those laws and regulations. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 4, the Vendor shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 4 and with all applicable federal civil rights laws and regulations. Applicable federal civil rights laws and regulations include, by example only and not for purposes of limitation:

- A. Nondiscrimination. 49 U.S.C. § 5332 and its implementing regulations, which prohibit discriminating against any employee or any applicant for employment because of race, color, religion, national origin, sex, disability, or age.
- B. Race, Color, Religion, National Origin, Sex. Federal laws and regulations requiring that all job applicants must be employed, and all employees must be treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). For example, a person's race, color, religion, national origin, or sex cannot be considered for purposes of hiring; promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; determining rates of pay or other forms of compensation; or selection for training, including apprenticeship. The laws and regulations imposing these requirements include for example Title VII of the Civil Rights Act (42 U.S.C. § 2000e *et seq.*); 49 U.S.C. § 5332 and its implementing regulations; United States Department of Labor regulations ("Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor") found in 41 C.F.R., Chapter 60; and Executive Order No. 11246 ("Equal Employment Opportunity in Federal Employment") dated September 24, 1965 and found at 42 U.S.C. § 2000e.
- C. Age. Federal laws and regulations prohibit discriminating against current or prospective employees on the basis of age. These laws and regulations include for example the Age Discrimination in Employment Act (29 U.S.C. §§ 621-634); United States Equal Employment Opportunity Commission (U.S. EEOC) regulations ("Age Discrimination in Employment Act") found in 29 C.F.R. part 1625; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); United States Department of Health and Human Services regulations ("Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance") found in 45 C.F.R. part 90; and 49 U.S.C. § 5332 and the regulations implementing that statute.
- D. Disabilities. Federal laws and regulations prohibit discriminating against individuals on the basis of disability. These laws and regulations include for example Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. § 4151 *et seq.*); and 49 U.S.C. § 5332 and the regulations implementing that statute.
- E. Access to Services for Persons with Limited English Proficiency. The Vendor shall facilitate compliance with, and shall ensure that all suppliers and all subcontractors (of every tier) facilitate compliance with: (1) Executive Order No. 13166 ("Improving Access to Services for Persons with Limited English Proficiency"), found at 42 U.S.C. § 2000d-1 note and (2) applicable provisions of the United States Department of Transportation Notice ("DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons") found at 70 Fed. Reg. 74087 and dated December 14, 2005.
- F. Environmental Justice. The Vendor shall facilitate compliance with, and shall ensure that all suppliers and all subcontractors (of every tier) facilitate compliance with: (1) Executive Order No. 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations") found at 42 U.S.C. § 4321 note and (2) United States Department of Transportation Order 5620.3 ("Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations") found at 62 Fed. Reg. 18377 *et seq.* and dated April 15, 1997.

13. EMPLOYEE PROTECTIONS.

- A. The Vendor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. The Vendor also shall comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq. to the extent that the FLSA applies to employees performing work with federal assistance involving commerce and as the federal government otherwise determines applicable.
- B. The Vendor shall ensure that every subcontractor (of all tiers) and all suppliers fully comply with the laws and regulations referenced in Article 1.5.A of these FTA Terms. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 5.B, the Vendor shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 5 and with all with all of the laws and regulations referenced in Article 5.A.

14. ENERGY CONSERVATION.

The Vendor shall fully comply with the standards and policies related to energy efficiency in the state energy conservation plan issued under the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, *et seq.* The Vendor also shall ensure that each supplier and each subcontractor (of every tier) fully complies with those same standards and policies. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 6, the Vendor shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 6.

15. GOVERNMENT-WIDE DEBARMENT & SUSPENSION.

A. The Vendor shall fully comply with, and shall facilitate CHA's compliance with, those United States Department of Transportation regulations entitled "No procurement Suspension and Debarment," which are found in 2 C.F.R. part 1200 and which adopt and supplement the United States Office of Management and Budget's "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," which are found in 2 C.F.R. part 180. The Vendor acknowledges that these regulations govern: (1) every contract at any tier under which compensation of \$25,000 or more will be paid, (2) every contract at any tier for a federally required audit (irrespective of the contract amount), and (3) every contract at any tier that must be approved by the FTA (irrespective of the contract amount).

B. The Vendor shall ensure that it and all of its officers, principals, affiliates, suppliers, and subcontractors (of every tier) are fully eligible, without limitation, to participate in this federally funded PO and are not currently declared by any federal department or agency to be:

- a) Debarred from participation in any federally assisted award;
- b) Suspended from participation in any federally assisted award;
- c) Proposed for debarment from participation in any federally assisted award;
- d) Declared ineligible to participate in any federally assisted award;
- e) Voluntarily excluded from participation in any federally assisted award; or
- f) Disqualified from participation in any federally assisted Award.

C. The Vendor at all times shall fully comply with the regulations in 2 C.F.R. part 180, subpart C, as supplemented by the regulations in 2 C.F.R. part 1200.

D. The Vendor shall ensure that, at all times, all suppliers and all subcontractors (of every tier) fully comply with all provisions of this Article 7 to the same extent that the Vendor is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 7.D, the Vendor shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 7.

E. By delivering or performing under this PO, the Vendor certifies to CHA that the Vendor has fully complied as of the date that this PO takes effect with all provisions in this Article 7 and that the Vendor shall continue to fully comply with all provisions in this Article 7 at all times while this PO remains in effect. The Vendor acknowledges and agrees that the certification provided by the Vendor under this Article 7.E is a material representation of fact on which CHA shall rely. If at any time this certification is found by CHA to be false or inaccurate in any way, that shall be deemed a material breach of this PO by the Vendor, and in such a situation CHA may pursue any and all remedies available to it under this PO and otherwise at law. Additionally, the Vendor acknowledges that, if such a breach happens, the federal government also may choose to pursue any and all remedies available to it, including for example seeking the suspension and/or debarment of the Vendor.

16. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.

A. CHA and the Vendor acknowledge and agree that the federal government is not a party to this PO and that the federal government shall not, because of this PO, have any obligations or liabilities to CHA, to the Vendor, or to anyone else. CHA and the Vendor acknowledge and agree that the first sentence of this paragraph shall not be affected by the federal government concurring in, or approving of, the solicitation or award of this PO unless the federal government explicitly consents in writing to being a party to this PO.

B. The Vendor shall ensure that each subcontract (of every tier) and each supplier contract includes a provision in which the parties to that subcontract or supplier contract acknowledge and agree that the federal government is not a party to that subcontract or supplier contract and that the federal government shall not, because of that subcontract or supplier contract, have any obligations or liabilities to that subcontract's or supplier contract's parties or to anyone else.

17. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS.

A. The Vendor shall fully comply with all provisions of the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801 *et seq.*) and with the United States Department of Transportation regulations entitled "Program Fraud Civil Remedies" that are found in 49 CFR Part 31.

B. By delivering or performing under this PO, the Vendor certifies to CHA the complete truthfulness and total accuracy of every statement that the Vendor has made, has caused to be made, shall make, or shall cause to be made that relates in any way to this PO. The Vendor acknowledges and agrees that the certification provided by the Vendor under this Article 9.B is a material representation of fact on which CHA will rely. If at any time this certification is found by CHA to be false or inaccurate in any way, that shall be deemed a material breach of this PO by the Vendor, and in such a situation CHA may pursue any and all remedies available to it under this PO and/or otherwise at law. Additionally, the Vendor acknowledges that, if such a breach happens, the federal government also may choose to pursue any and all remedies available to it, including for example imposing penalties on the Vendor under the Program Fraud Civil Remedies Act of 1986, 18 U.S.C. §1001, and/or 49 U.S.C. § 5307(n)(1).

C. The Vendor shall ensure that, at all times, all suppliers and all subcontractors (of every tier) fully comply with all provisions of this Article 9 to the same extent that the Vendor is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 9.C, the Vendor shall ensure that each subcontract and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 9.

18. RECYCLED PRODUCTS.

A. When procuring any items designated in Subpart B of 40 C.F.R. Part 247, the Vendor shall fully comply with all requirements imposed by: (1) the Resource Conservation and Recovery Act (RCRA) § 6002, as amended and now found in 42 U.S.C. § 6962, (2) 40 C.F.R. Part 247, and (3) Executive Order 12873.

B. The Vendor shall ensure that all suppliers and all subcontractors (of every tier) fully comply with the requirements of Article 10.A of these FTA Terms to the same extent that the Vendor is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 10.B, the Vendor shall ensure that each subcontract and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with Article 10.A just as the Vendor is required to do.

19. SAFE OPERATION OF MOTOR VEHICLES.

A. The Vendor shall adopt and promote on-the-job seat belt use policies and programs for its employees and for anyone else who shall operate any vehicles in relation to this PO, regardless of whether those vehicles are owned or leased by the Vendor, CHA, or another person or entity.

B. The Vendor shall adopt and enforce workplace safety policies to minimize crashes caused by distracted drivers. These policies shall include policies that ban and discourage text messaging by anyone operating a vehicle in relation to this PO, regardless of whether those vehicles are owned or leased by the Vendor, CHA, or another person or entity.

20. FEDERAL CHANGES.

A. The Vendor at all times shall fully comply with all applicable FTA regulations, policies, procedures, and directives, including for example those listed or by reference in the FTA Master Agreement, as they may be issued or amended from time to time. Any failure by the Vendor to do so shall be a material breach of this PO by the Vendor.

B. The Vendor shall ensure that all suppliers and all subcontractors (of every tier) at all times fully comply with all applicable FTA regulations, policies, procedures, and directives to the same extent that the Vendor is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 12.B, the Vendor shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 12 just as the Vendor is required to do.

21. INCORPORATION OF FTA TERMS.

A. The Vendor and CHA acknowledge and agree that the United States Department of Transportation requires certain provisions (the "Applicable FTA Clauses") to be included in this PO because this PO is funded at least partially with federal funds. The Applicable FTA Clauses are specified in Federal Law and are also summarized in FTA Circular 4220.1F, as it may be amended or superseded from time to time. CHA and the Vendor have tried to expressly include all Applicable FTA Clauses in these Federal Contracting Requirements or elsewhere in this PO. However, CHA and the Vendor agree that, if any of the Applicable FTA Clauses have not been expressly included in this PO, those Applicable FTA Clauses are nonetheless deemed incorporated into this PO by reference and shall be fully binding on the Vendor as if they had been expressly included in this PO.

B. Notwithstanding any other provision in this PO, the Vendor and CHA agree that the Applicable FTA Clauses shall take priority over all other PO provisions. This means that, if a conflict arises between another PO provision and any provision of the Applicable FTA Clauses, such that the Vendor cannot satisfy both, the Vendor shall fully comply with the Applicable FTA Clauses. In such a situation, the Vendor shall disregard the other, conflicting PO provision, but the Vendor shall do so only to the minimal extent needed to comply fully with the Applicable FTA Clauses, and the Vendor otherwise shall fully comply with that conflicting provision. In contrast, in any situation where the Vendor can comply with both another PO provision and with the Applicable FTA Clauses, even if these provisions address the same matter (for example, if another PO provision imposes an obligation on the Vendor beyond those imposed by the Applicable FTA Clauses), that will not be deemed a conflict, and in such a situation the Vendor shall fully comply with the Applicable FTA Clauses and with the other PO provision.

C. The Vendor at all times shall: (1) fully comply with all provisions of the Applicable FTA Clauses, (2) ensure that all of the work under this PO (including, by example only and not for purposes of limitation, all subcontracted work) fully complies with all provisions of the Applicable FTA Clauses, and (3) ensure that no aspect of the work under this PO and no aspect of the Vendor's performance under this PO would cause CHA or any of its officials, employees, or agents to violate any provision of the Applicable FTA Clauses. In addition, the Vendor shall not perform any act, fail to perform any act, or refuse to comply with any City request to the extent that doing any of those things would create a risk of CHA or any of its officials, employees, or agents being in violation of any provision in the Applicable FTA Clauses.

D. The Vendor shall ensure that all provisions of the Applicable FTA Clauses (including of any Applicable FTA Clauses not expressly included in this PO) are incorporated into all subcontracts (of any tier) and in all contracts with those supplying any materials, equipment, or other products such that all

subcontractors of every tier and all suppliers are contractually required to comply with all provisions of the Applicable Federal Clauses.

22. FEDERAL ACQUISITION REGULATIONS (F.A.R.) COMPLIANCE.

To the extent that this PO provides for or allows for any adjustment to the Vendor's compensation based on costs or expenses incurred by the Vendor, any such adjustment will be determined based solely on any costs or expenses that: (A) are incurred in full compliance with all of this PO's provisions, (B) for which CHA is clearly required under this PO to reimburse the Vendor, (C) are allowable, allocable, and reasonable, as those terms are defined and used in the Contract Cost Principles of the Federal Acquisition Regulations (F.A.R.) System (found in 48 C.F.R., Ch.1, Pt.31), including as those principles may be further defined or implemented by regulations or guidance adopted by the federal government, and (D) are otherwise allowed under applicable law.

23. CLEAN AIR.

A. The Vendor shall fully comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. §§ 7401, *et. seq.*, as amended). The Vendor shall promptly notify CHA if the Vendor receives notice of any possible or actual violation (a "Clean Air Act Violation") of the Clean Air Act or of any of those standards, orders, or regulations, and the Vendor shall provide CHA with all information that the Vendor has about the actual or possible violation. The Vendor acknowledges and agrees that CHA may be required by law to report (or that CHA may choose to report, even if not required by law) any actual or possible Clean Air Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities, and the Vendor shall not be entitled to any remedy because CHA does so.

B. The Vendor shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions: (1) requiring each subcontractor and each supplier to promptly notify the Vendor and CHA if the subcontractor or supplier receives notice of any possible or actual Clean Air Act Violation and to provide the Vendor and CHA with all information that the subcontractor or supplier has about the actual or possible violation and (2) in which each subcontractor and each supplier acknowledges and agrees that CHA may be required by law to report (or that CHA may choose to report, even if not required by law) any actual or possible Clean Air Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities and that the subcontractor or supplier shall have no claim, right, or remedy against CHA or against any City official, employee, or agent because CHA does so.

24. CLEAN WATER.

A. The Vendor shall fully comply with all applicable standards, orders, and regulations issued under the Water Pollution Control Act (33 U.S.C. §§ 1251, *et. seq.*, as amended). The Vendor shall promptly notify CHA if the Vendor receives notice of any possible or actual violation (a "Clean Water Act Violation") of the Water Pollution Control Act or of any of those standards, orders, or regulations, and the Vendor shall provide CHA with all information that the Vendor has about the actual or possible violation. The Vendor acknowledges and agrees that CHA may be required by law to report (or that CHA may choose to report, even if not required by law) any actual or possible Clean Water Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities, and the Vendor shall not be entitled to any remedy because CHA does so.

B. The Vendor shall ensure that all subcontracts (of any tier) and all contracts with those supplying any materials, equipment, or other products include provisions: (1) requiring each subcontractor and each supplier to promptly notify the Vendor and CHA if the subcontractor or supplier receives notice of any possible or actual Clean Water Act Violation and to provide the Vendor and CHA with all information that the subcontractor or supplier has about the actual or possible violation and (2) in which each subcontractor and each supplier acknowledges and agrees that CHA may be required by law to report (or that CHA may choose to report, even if not required by law) any actual or possible Clean Water Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities and that the subcontractor or supplier shall have no claim, right, or remedy against CHA or against any City official, employee, or agent because CHA does so.

25. LOBBYING.

A. The Vendor shall fully comply with 31 U.S.C. § 1352, as amended; with any regulations implementing that statute; and with any non-superseded guidance about that statute issued by the federal government (this statute, those regulations, and that guidance together are the "Byrd Anti-Lobbying Amendment").

B. The Vendor shall ensure that each subcontractor (of every tier) and all of those supplying any materials, equipment, or other products fully comply with all requirements imposed by the Byrd AntiLobbying Amendment. In addition to taking any other steps necessary and appropriate to satisfy its obligations under this Article 17.B, the Vendor shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with all requirements imposed by the Byrd AntiLobbying Amendment and by this Article 17.

C. In addition to complying with all other requirements of the Byrd Anti-Lobbying Amendment, in order to comply fully with the Byrd Anti-Lobbying Amendment for purposes of this Article 17, the Vendor and each subcontractor and supplier must file one or more certifications as required by 49 C.F.R. Part 20 (entitled "New Restrictions on Lobbying").

- i In addition to all other consequences and implications provided by law for filing such a certification, when a subcontractor files one, the subcontractor is deemed to certify to the Vendor or subcontractor at the tier immediately above it that the certifying subcontractor has not, and shall not, use any federal funds to pay any person, entity, or organization to influence or attempt to influence an officer or employee of any governmental agency, any member of Congress, any officer or employee of Congress, or any employee of a member of Congress concerning or in connection with any federal contract, federal grant, or any other award covered by the Byrd Anti-Lobbying Amendment.
- ii When filing such a certification, the Vendor and each subcontractor and supplier also shall disclose along with that certification the name of any registrant under the Lobbying Disclosure Act of 1995 who has been paid non-federal funds to make lobbying contacts on the certifier's behalf concerning or in connection with any federal contract, federal grant, or any other award covered by the Byrd Anti-Lobbying Amendment. All of these disclosures shall be made on forms designated by CHA. Each subcontractor and supplier shall promptly forward to the Vendor or subcontractor at the tier immediately above it all such disclosures that the subcontractor or supplier receives from anyone involved in any way in the work under this PO (e.g., lower-tier subcontractors), and the Vendor shall promptly provide CHA with the Vendor's own disclosures and with all such disclosures that the Vendor receives from subcontractors and suppliers.

26. CONTRACT WORK HOURS & SAFETY STANDARDS ACT.

A. No laborer or mechanic, during any workweek in which he is involved in any way with work under this PO, may work more than forty (40) hours unless he is paid at least one and one-half times his base pay rate for all hours over forty (40) that he works during that workweek. The obligations imposed by this Article 18.A shall be referred to as the "Overtime Requirements."

B. The Vendor shall ensure that the Overtime Requirements are fully satisfied with respect to any individual who performs any part of the work under this PO, including for example with respect to any such individual who is employed by a subcontractor of any tier.

C. Any violation of the Overtime Requirements by the Vendor or by any subcontractor or supplier shall be: (1) a material breach of this PO by the Vendor and (2) a material breach by that subcontractor or that supplier of its subcontract or its supplier contract.

- i If such a breach happens, in addition to all other remedies provided by this PO or by the law, the Vendor and any subcontractor or supplier that violated the Overtime Requirements shall be jointly and severally liable to the laborer or mechanic at issue for all wages that were not paid to that laborer or mechanic in accordance with the Overtime Requirements.
- ii If such a breach happens, in addition to all other remedies provided by this PO or by the law, the Vendor and any subcontractor or supplier that violated the Overtime Requirements shall be jointly and severally liable to the federal government for liquidated damages. Those liquidated damages

shall be computed with respect to each individual laborer or mechanic who was underpaid, including each underpaid watchman and guard, as follows: Ten dollars (\$10.00) for each calendar day that each mechanic or laborer was required or permitted to work more than forty (40) hours during a workweek without being paid in accordance with the Overtime Requirements.

- iii Whether or not the federal government asks or instructs CHA to do so, CHA may withhold (or may cause to be withheld) from any moneys owed to the Vendor and/or to any subcontractor or supplier that violated the Overtime Requirements such sums that CHA determines may be necessary to satisfy any liabilities of the Vendor and/or that subcontractor or supplier for the unpaid wages and/or for the liquidated damages contemplated by this Article 18. These sums may be withheld from any moneys owed to the Vendor and/or to that subcontractor or supplier under: (1) this PO, (2) any subcontract or supplier contract, and/or (3) any other contract or subcontract, under which the compensation to be paid shall be funded at least partially with federal funds.

D. The Vendor shall ensure that the Vendor, all subcontractors (of every tier), and all suppliers shall: (i) prepare and maintain complete and accurate payroll records that fully comply with this Article 18 and with all industry standard accounting and employment practices and (ii) maintain all of those payroll records and make them available for inspection and copying as required for Contract Records under Article 2 of these Federal Contracting Requirements.

- i These payroll records must include payroll information for all individuals who perform any of the work under this PO, including by example for all guards and watchmen who perform any of that work.
- ii These payroll records must contain the following information for each employee: (a) his name and address, (b) his social security number, (c) his employment classifications, (d) the hourly or other rates at which he was paid, (e) the number of hours that he worked each day and each week, (f) detailed information about the deductions made from his pay, and (g) the actual wages paid to him.

E. The Vendor shall allow CHA, the FTA, the federal Department of Labor, and any of their agents or representatives to interview during working hours any employees or other personnel who have performed, are performing, or are expected to perform any part of the work under this PO. The Vendor also shall ensure that all subcontractors (of every tier) and all suppliers allow such interviews to be conducted.

F. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 18 to ensure that all subcontractors and all suppliers fully comply with this Article 18, the Vendor shall ensure that all subcontracts (of any tier) for any part of the work under this PO and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with Article 1.18 of these Federal Contracting Requirements.

27. PROCUREMENT OF RECOVERED MATERIALS.

A. The Vendor shall fully comply with Section 6002 of the Solid Waste Disposal Act, as that statute has been amended by the Resource Conservation and Recovery Act and by any other legislation.

B. In addition to taking all other steps necessary and appropriate to satisfy its obligations under Article 19.A of these Federal Contracting Requirements, the Vendor shall do all of the following:

- i Ensure that, whenever any material or product is procured for or related to this PO, and that material or product is listed or identified in those Environmental Protection Agency (EPA) regulations in 40 C.F.R. Part 247, the material or item is procured so that it contains the highest percentage of recovered materials that is practicable while still maintaining a satisfactory level of competition in the procurement process. Except to the extent that Federal Law may otherwise provide, the requirements of this Article 19.B.1 shall apply only where the purchase price of a particular material or product exceeds \$10,000 or where the value of the quantity of that material or product acquired during the preceding fiscal year exceeded \$10,000.
- ii Ensure that all solid waste management services used for or in relation to the work under this PO are procured in a manner that ensures that those services shall maximize energy and resource recovery.

- iii Establish an affirmative program for the procurement of recovered materials identified in those Environmental Protection Agency (EPA) regulations in 40 C.F.R. Part 24.

C. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 19 of these Federal Contracting Requirements, the Vendor shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 19 to the same extent that the Vendor must do so and to facilitate, support, and cooperate in the Vendor's compliance with this Article 19.

28. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

The Vendor, by entering into this PO certifies that, consistent with 2 C.F.R. § 200.216 it will not use "covered telecommunications equipment or services" (as that term is defined in Section 889 of Public Law 115-232) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system provided under this PO. The Vendor will include a requirement not to use such "covered telecommunications equipment or services" in any subcontracts for the provision of "covered telecommunications equipment or services" let under this PO.

As used in this clause "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Covered telecommunications equipment or services" as used in this clause, includes but is not limited to:

- A. Telecommunications equipment produced by Huawei Technologies Vendor or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Vendor, or Dahua Technology Vendor (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities listed in a) or b) or using such equipment provided by entities listed in a) or b).
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

29. NOTICE OF DISPUTES, BREACHES, DEFAULTS, AND LITIGATION.

If a current or prospective legal matter that may affect CHA or the federal government emerges, the Vendor must notify CHA. The Vendor must include a similar notification requirement in each of its subcontracts for twenty-five thousand dollars (\$25,000) or more.

- A. Legal disputes that require notification under this provision include, but are not limited to, a major dispute, breach, default, litigation, or naming CHA or naming the federal government as a party to litigation or a legal disagreement in any forum for any reason.
- B. Matters that may affect the federal government (and thereby CHA) include, but are not limited to, the or the federal government's interests in the award, the accompanying underlying agreement, and any amendments thereto, or the federal government's administration or enforcement of federal laws, regulations, and requirements.
- C. Additional notice to U.S. DOT Inspector General. The Vendor must promptly notify the U.S. DOT Inspector General in addition to the FTA chief counsel or regional counsel for FTA region 4, if the company has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The

notification provision applies if a person has or may have submitted a false claim under the false claims act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is the subject of this contract, another contract funded by the FTA, or an agreement involving a principal, officer, employee, or agent of the Vendor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Vendor. In this paragraph, "promptly" means to refer information without delay and without change.

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ATTACHMENT C: PRICING

It is CHA's intention to award one vendor for this project but unknown circumstances may prevent CHA from doing that.

Instructions:

There are three different forms that comprises your bid

- Individual Group Price and Specification Sheet (one sheet per group)
- Summary Bid Sheet
- Subcontracting Information

Individual Group Price and Specification Sheet (one sheet per group)

For each group below, fill-in a Bid Description; Exceptions, if there are any; and Alternates if there are any. All Bid Descriptions, Exceptions, and Alternates must be reflected in the corresponding group worksheet.

Each group should stand alone; that is, items in one group should not be contingent upon items in another group. When one group is contingent upon another group, Vendors should specify this in the "Exceptions" section in the contingent group. In order to avoid item duplication, Vendors should not specify the same piece of equipment in multiple groups.

Include Design Fees, Delivery, Cabling, Installation, Configuration and Training in "Included Items" on each Individual Price and Specification Sheet. These can be separate line items or they can be included in the price of other items. Whichever method the vendor chooses. All costs to CHA must be reflected in the Included Items total for each group.

CHA will provide electrical power to locations where audio/video equipment is located.

CHA will provide data connections to single pieces of equipment that require a connection to the CHA LAN or internet.

CHA WILL NOT provide cabling for solutions utilizing video or audio over Ethernet. For instance, if the vendor proposes video over Ethernet to waiting room televisions, the vendor must include the cost of said Ethernet cable and its installation.

The Included Items Total for each group in the Group Worksheet is **Your Bid Price to CHA** and should be transferred to Summary Bid Sheet (Part II)

All prices should reflect your GSA price-IF GSA PRICE IS UNAVAILABLE FOR A SPECIFIC ITEM, PLEASE INDICATE THIS IN THE ITEM DESCRIPTION. IF GSA PRICE IS AVAILABLE, YOU MUST SUBMIT THE GSA PRICE FOR ALL ELIGIBLE ITEMS OR YOUR BID WILL NOT BE QUALIFIED

An electronic version, via Excel, is available upon request. To obtain a copy, please email: Monica.Shelley-Henson@CabarrusHealth.org
Please note, a completed hard/printed copy is required to be submitted.

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Part I Begins On The Next Page.

Part I: Individual Group Price and Specification Sheet (one sheet per group).

Group Individual Price and Specification Sheet

Group A: Large, Multipurpose Rooms 1, 2, and 3

Description: Multi-purpose rooms 1, 2, and 3 will be separated by movable walls.

Specifications:

Combined and Separate Room Functionality

Audio/video systems in these rooms must operate individually, and

Must be able to be combined and controlled from the center room, conference room two.

Conference rooms 1 and 3 must be able to be combined to form a larger conference room with conference room 2 in any combination, i.e. Rooms 1 and 2; rooms 2 and 3; rooms 1, 2, and 3.

Each room will have a projector which will project onto a screen mounted in the front of the room (rear wall of the building).

In addition, the side rooms (1 and 3) will have each have a projector and screen mounted on the side walls so that presentations can be seen on the side wall as well.

When rooms are combined, video sources may be sent to any of the three front wall or two side wall screens included in the room combination. For example: Room 1 (side) and 2 (center) are combined, and the presenter laptop in the lectern in room 2 video source is sent to room 1 front and side screens and to room 2 front screen.

Individual Room Functionality

Each room must have a lectern/podium toward the front of the room (rear wall of the building).

Each lectern must have connections for HDMI input and power.

Each room must include a video camera with a view of the projection screen and presenter (podium) area.

The video from this camera source and the room audio must be sent to the podium as a USB output (web cam) so it can be used for online meeting apps like Microsoft Teams, Zoom, Google Meet, and other platforms hosted on a laptop at the podium.

Cabling to the lecterns for HDMI and USB must be included in the quote. Power will be provided by CHA in the floor at the podium location.

- If lectern HDMI and USB signals can be sent wirelessly to the room audio/video system, this solution is preferred.
 - Using the latest HDMI standards is also preferred.
- Each room must have an input/output panel at the back of the room with the following:
 - HDMI input
 - Stereo Audio Input
 - Stereo Audio Output (room audio including microphones and presentation audio)
- Each room must have an electronic control interface for the entire audio/video system at the back of the room.
- The electronic control interface should control all functions below but is not limited to those functions:
 - Projector and/or television power
 - Projection screen position
 - Video inputs
 - Video outputs
 - Audio power
 - Audio inputs
 - Audio volume
- Each room must have one projector and one projection screen mounted to wall in the front of the room (exterior wall) of suitable size so that people sitting within the room can clearly see the computer, video, and other standard formats displayed on the screen.
 - Minimum projector resolution is digitally scaled 4K
 - Minimum projector brightness 7000 lumens
 - Screen aspect ratio 16:10
 - Minimum diagonal screen size 164"
- Each of the two side rooms must have one projector and screen mounted to the side wall of the room of suitable size so that people sitting within the room can clearly see the computer, video, and other standard formats displayed on the screen.

- Minimum projector resolution is digitally scaled 4K
- Minimum projector brightness 7000 lumens
- Screen aspect ratio 16:10
- Minimum diagonal screen size 164"
- Each room must have an audio system and speakers suitable so that people sitting within the room can hear presentations from computers and other audio sources.
- Each room must include one wireless lapel microphone and one wireless hand-held microphone for presentations.
- Each room must include a lectern suitable for connecting the audio/video connections (HDMI, USB, and power).
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items here

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

No GSA Pricing available

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group A: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
2	Crown	CDI1000	CROWN AMPLIFIER FOR MAIN ROOM AV RACK	\$ 1661.11	\$ 3322.22
1	RTI	XP8V	MAIN AV CONTROLLER FOR 3 AV ROOMS	\$ 3888.89	\$ 3888.89
1	Net Gear	GSM4230P-100NAS/EXPANDER	NETWORK POE SWITCH FOR MEDIA	\$ 2000	\$ 2000
1	WIRESTORM	NHD-CTL-PROV2	MEDIA OVER IP CONTROLLER	\$ 888.89	\$ 888.89
5	Sharp/NEC	NP-PV710UL-W1-13ZL	13ZL 7100 Lumens Projector 4K	\$ 3802.67	\$ 19013.33
5	DA-LITE	21866L	PROJECTION SCREEN, DA-LITE 16:10	\$ 6655.56	\$ 33277.78

8	JBL	CONTROL67PP	CEILING PENDANT SPEAKER	\$ 432.22	\$ 3457.78
4	JBL	CONTROL 25-1	WALL MOUNT JBL SPEAKER	\$ 410	\$ 1640
1	A2V	ER42U	ROLLING AV RACK FOR CORNER OF MAIN ROOM RIGHT SIDE FOR ALL 3 ROOMS	\$ 1777.78	\$ 1777.78
1	WATTBOX	WB-600-VCE10/WB-100VPS8	RACK POWER FILTER AND OUTLETS FOR EQUIPMENT	\$500	\$500
3	RTI	AD46-100	DUAL CH MIC RX WITH CHARGER, INCLUDE HH, LAV MIC	\$1333.33	\$4000
3	RTI	IST-10-B	ROOM CONTROL TOUCH SCREEN 10" WALL, WHITE	\$1332.22	\$3996.67
1	RTI	AD1616	AUDIO MATRIX FOR ROOM AUDIO SHARING	\$4666.67	\$4666.67
1	RTI	AD4600	MIC MIXER UNIT FOR 3 ROOMS	\$3888.89	\$3888.89
3	WIRESTORM	NHD-500-TXV2	MEDIA OVER IP TX UNIT FOR PODIUM	\$1105.56	\$3316.67
5	WIRESTORM	NHD-500-RXV2	MEDIA OVER IP RX UNIT FOR 5 PROJECTORS	\$1105.56	\$5527.78
3	ICC	ICC-AUX	AUX AUDIO INPUT PLATE	\$327.78	\$983.33
5	PEERLESS	PRG-UNV WHITE	PROJECTOR MOUNT KIT, WHITE, AND MISC CEILING MOUNTS/POLE	\$500	\$2500
3	MIDDLE ATLANTIC	L2LDC2CCMGE	PODIUM, DA LITE, BASIC WITH HDMI AND USB, POWER	\$2444.44	\$7333.33
1	BINARY	CABLES	ROOM DEVICE CONNECTIVITY, CABLING FOR PROJECTOR, SCREENS, CONTROLLERS, AND RACK INTERCONNECTION	\$833.33	\$833.33
1	RTI	ESC2/PCM4	SYSTEM I/O EXPANDER FOR CONTROL OUTPUTS	\$722.22	\$722.22
3	MISC	MISC	COMPLETE 3 ROOM INSTALL, PROGRAMMING, SETUP, TEST AND TUTORIAL	\$19444.44	\$58333.33

TOTAL: \$165,868.89

Group A: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group A: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group B: Conference Rooms

- Description:** The following specifications apply to each of the five (5) conference rooms:
- 181 – Conference Room - Environmental Health, approximately 20' x 16'
 - 158 – Large Conference Room, approximately 25' x 16'
 - 144 – Conference Room - School Health, approximately 21' x 17'
 - 127 – Group Therapy - Behavioral Health, approximately 21' x 12'
 - 137 – Collaboration - Care Management and Adolescent Health, approximately 28' x 14'

Specifications:

Each room may seat up to 12 people around a long table.

- CHA will provide e a conference room table of appropriate size for the room, capable of connecting power and audio / video inputs (HDMI and meeting system) to the tabletop.
- CHA will provide power to floor beneath the table.
- CHA will provide an ethernet network connection beneath the table.
- Must include a television large enough and with speakers sufficient for people in the room to see and hear PC and video presentations. ○ Minimum screen resolution 4K UHD ○ Minimum diagonal screen size 75”
- Must include a wall mount.
- Must have a table input for HDMI which connects to the television
- Must include an online meeting system (cameras, microphones, and speakers capable of connecting in-room meeting participants to online meetings) ○ System must accommodate at least 12 participants seated around a long meeting table.
 - System must work with Microsoft Teams ○ System must be accessible to multiple staff members, multiple staff devices, e.g. laptops
 - Must include any cabling needed to connect cameras not on the meeting table to devices located on the meeting table.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: *Describe your bid items.*

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: *Explain anything about your proposed solution which does not meet the specification above. Type “none” if your proposed items meet the specifications above.*

No GSA Pricing available

Alternates: *Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.*

Group B: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
5	Sharp	4P-B75EJ2U	75" 4k professional grade monitors	\$ 1048.89	\$ 5244.44
3	BIAMP	VBC2800A	Video conferencing bar	\$5002.67	\$ 15008.00
2	BIAMP	X-400 MRB	Meeting room bundle with pendant mic and speakers	\$ 7911.11	\$ 15822.22
5	A2V	T4080	Bracket for TV	\$ 91.11	\$ 455.56
5	INSTALL	INSTALL	INSTALL VIDEO CONF EQUIPMENT AND PROVIDED MISC CABLING AND PARTIAL PULL OUT MOUNT FOR TV	\$ 3166.67	\$ 15833.33

TOTAL: \$52,363.37

Group B: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group B: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group C: Waiting Room TVs

Description: The following specifications apply to each of the two (2) waiting rooms labeled: Waiting Area – 111 and Waiting/Reception 175 **Specifications:**

- Must include a television large enough for people in the room to see computer and video presentations. ○ Minimum screen resolution 4K UHD ○ Minimum diagonal screen size 65”
- Must include a wall mount with room for a PC.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type “none” if your proposed items meet the specifications above.

No GSA Pricing available

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group C: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
2	Sharp	4P-B65EJ2U	55" 4k professional grade monitors	\$ 656.64	\$ 1313.29
2	A2V	T4080	Bracket for TV	\$ 91.11	\$ 182.22
2	INSTALL	INSTALL	WAITING ROOM -TV INSTALL INCLUDING BRACKET, ASSUMES PC PROVIDED BY OTHERS AND INCLUDES A PC MOUNT PROVIDED BY OTHERS. WE PROVIDE FLAT/PARTIAL PULL OUT ACCESS MOUNT--PER TV	\$ 333.33	\$ 666.67

TOTAL: \$2,162.18

Group C: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Group C: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Group D: WIC Waiting Room TVs

Description: The following specifications apply to the room labeled: Waiting 154.

Specifications:

- Must include two (2) televisions large enough for people in the room to see video computer and video presentations.
 - Minimum screen resolution 4K UHD
 - Minimum diagonal screen size 55"
- Must include two (2) wall mounts with room for a PC.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

No GSA Pricing available

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group D: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
2	Sharp	4P-B55EJ2U	55" 4k professional grade monitors	\$ 485.76	\$ 971.51
2	A2V	T4080	Bracket for TV	\$ 91.11	\$ 182.22
2	INSTALL	INSTALL	TV INSTALL INCLUDING BRACKET, ASSUMES PC PROVIDED BY OTHERS AND INCLUDES A PC	\$ 333.33	\$ 666.67

TOTAL: \$1,820.40

Group D: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Group D: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Group E: WIC Consultation

Description: The following specifications apply to each of the six (6) consultation rooms on the first floor, labeled 157, 158, 159, 160, 161, 162 **Specifications:**

- Must include an LCD television large enough for people in the room to see video PC, and video presentations.
 - Minimum screen resolution 4K UHD
 - Minimum diagonal screen size 55"
- Must include an LCD wall mount with room for a PC.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

No GSA Pricing available

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group E: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
6	Sharp	4P-B55EJ2U	55" 4k professional grade monitors	\$485.76	\$ 2914.53
6	A2V	T4080	Bracket for TV	\$91.11	\$546.67
6	INSTALL	INSTALL	TV INSTALL	\$ 333.33	\$ 2000.00

TOTAL: \$5461.20

Group E: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$

TOTAL:

Group E: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$

TOTAL:

Group F: TVs in Gym

Description: The following specifications apply to area labeled: First Floor Gym

Specifications:

- Must include an LCD television large enough for people in the room to see television and video presentations.
- Must include two (2) LCD televisions large enough for people in the room to see TV and video presentations.
 - Minimum Screen Resolution 4K UHD
 - Minimum Diagonal Screen Size 55"
- Must include two (2) LCD wall mounts with room for a PC or other video device.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

No GSA Pricing available

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group F: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
2	Sharp	4P-B55EJ2U	55" 4k professional grade monitors	\$485.76	\$ 971.51
2	A2V	T4080	Bracket for TV	\$ 91.11	\$ 182.22
2	INSTALL	INSTALL	TV INSTALLATION	\$ 333.33	\$ 666.67

TOTAL: \$1,820.40

Group F: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Group F: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$

TOTAL:

Group H: Overhead Paging System

Description: A speaker system to facilitate overhead paging throughout the building. Any controls for the system will be located in 196 – IT Room.

Specifications:

- IP paging control system capable of interfacing with SIP based phone system
- Speakers sufficient so that when a staff member uses the phone system to page overhead, the message can be heard clearly throughout the building.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Our bid items meet the specifications of the group requirements. And thus no additional information is needed.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

No GSA Pricing available

Alternates Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group H: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
12	GENESIS	CAT5E	PAGING SYSTEM CABLING	\$ 166.67	\$ 2000.00
1	INSTALL	INSTALL	PAGING SYSTEM LABOR, INSTALL AND SETUP, PROGRAMMING, CUSTOMER TO ASSIST WITH SIP PROTOCOL	\$ 13888.89	\$ 13888.89
1	NETGEAR	GSM4230P-100NAS	POE SWITCH FOR PAGING SPEAKERS	\$ 1555.56	\$ 1555.56
28	VALCOM	VIP415	PAGING SPEAKER, WHITE, POE	\$202.22	\$5662.22

28	SRCOMPONENTS	C6-PATCH	POE CONNECTIVITY FOR SWITCH -PATCH CABLING	\$11.11	\$311.11
----	--------------	----------	--	---------	----------

TOTAL: \$23,417.78

Group H: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Group H: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
		N/A		\$	\$
				\$	\$
				\$	\$

TOTAL:

Part II: Summarized Bid Sheet

Transfer total from Part I: Individual Group Price and Specification Sheet

Group	Group Description	Included Sub-Total	Not Included Sub-Total	Total
A	Large, Multi-purpose Room 1, 2, & 3	\$ 165,868.89	\$	\$ 165,868.89
B	Conference Rooms	\$ 52,363.37	\$	\$ 52,363.37
C	Waiting Room Televisions	\$ 2,162.18	\$	\$ 2,162.18
D	WIC Waiting Room Televisions	\$ 1,820.40	\$	\$ 1,820.40
E	WIC Consultation Rooms	\$ 5461.20	\$	\$ 5,461.20
F	Televisions in Gym	\$ 1,820.40	\$	\$ 1,820.40
H	Overhead Paging System	\$ 23,417.78	\$	\$ 23,417.78

Part III: SUBCONTRACTING:

Subcontracting is allowed under this contract. Subcontractors must be vetted and approved by CHA prior to utilization. Contractor is 100% financially responsible for the work and any damage the subcontractor may inflict. Subcontractors must have appropriate insurance and required licenses designated by the State of North Carolina.

Please note, CHA will not pay subcontractors directly. Payment verification of subcontractors must be provided at time of final invoice in the form of a canceled check.

Information on this page maybe can be changed at the time of award.

Submitting Vendor will do 100% of the work. Yes No Unsure at this time.

If Subcontractors will be used for this project, please provide the following information: If additional lines are needed, please feel free to add an additional sheet.

1) Work to be done: _____
Subcontractor Name: _____
Address: _____

Phone Number: _____

Is this Subcontractor a certified MWSBE or HUB vendor? Yes No
Estimated Payment: _____

2) Work to be done: _____ Subcontractor Name: _____
Address: _____

Phone Number: _____

Is this Subcontractor a certified MWSBE or HUB vendor? Yes No
Estimated Payment: _____

3) Work to be done: _____
Subcontractor Name: _____
Address: _____

Phone Number: _____

Is this Subcontractor a certified MWSBE or HUB vendor? ___ Yes ___ No
Estimated Payment: _____

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute §143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this contract. CHA will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this contract be performed outside the United States? YES NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this contract will be performed by the Vendor, any subcontractors, employees, or other persons performing work under the contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other subcontractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to CHA, of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other YES NO persons performing services under the contract outside of the United States

NOTE: All Vendor personnel and subcontractor personnel providing call or contact center services to CHA under the

contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:

ADDENDA RECEIPT CONFIRMATION FORM

Please acknowledge receipt of all addenda(s) by including this form with your Proposal Submission.

<https://www.cabarrushealth.org/bids.aspx>

Addenda Number 1: Questions & Answers Issued: 7/24/2025

I certify that this proposal complies with the Specifications and Conditions issued by Cabarrus Health Alliance which includes the information provided within the above issued Addenda.

Brian Alspecter
Name (please print)

8/1/25
Date

Brian Alspecter

Authorized Signature

President SBS NC/SC

Title

Sharp Business Systems

Company Name

ADDENDA RECEIPT CONFIRMATION FORM

Please acknowledge receipt of all addenda(s) by including this form with your Proposal Submission.

<https://www.cabarrushealth.org/bids.aspx>

Addenda Number 3: Questions & Answers Issued: 7/28/2025

I certify that this proposal complies with the Specifications and Conditions issued by Cabarrus Health Alliance which includes the information provided within the above issued Addenda.

Brian Alspector
Name (please print)

8/1/25
Date

B. Alspector
Authorized Signature

President SBS NC/VA
Title

Sharp Business Systems
Company Name

ADDENDA RECEIPT CONFIRMATION FORM

Please acknowledge receipt of all addenda(s) by including this form with your Proposal Submission.

<https://www.cabarrushealth.org/bids.aspx>

Addenda Number 4: Questions & Answers Issued: 7/29/2025

I certify that this proposal complies with the Specifications and Conditions issued by Cabarrus Health Alliance which includes the information provided within the above issued Addenda.

Name (please print)

B. Ant

Date

Authorized Signature

Title

Monica A Shelley-Henson

From: Ryan J McGhee
Sent: Wednesday, August 20, 2025 4:57 PM
To: Amabile, Angelo
Cc: Byrd, Erin; Archer, Christopher; Monica A Shelley-Henson
Subject: Re: CHA Bid

Hi Angelo,

Thanks for this information. I think this is sufficient. If we need something more formal, we will reach out.

Thanks!
Ryan

Ryan McGhee He/Him | Chief Technology Officer
Cabarrus Health Alliance
300 Mooresville Rd. Kannapolis, NC 28081
Office: 704-920-1010 | www.cabarrushealth.org



Our mission is to improve individual and community health through services, education, and collaborative action.

Compassion | Adaptability | Integrity | Collaboration

From: Amabile, Angelo <Angelo.Amabile@SharpUSA.Com>
Date: Wednesday, August 20, 2025 at 2:28 PM
To: Ryan J McGhee <ryan.mcghee@cabarrushealth.org>
Cc: Byrd, Erin <Erin.Byrd@SharpUSA.Com>, Archer, Christopher <Christopher.Archer@SharpUSA.Com>, Monica A Shelley-Henson <monica.shelley-henson@cabarrushealth.org>
Subject: Re: CHA Bid

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Just following to make sure this is sufficient.

Angelo Amabile
Solutions Specialist
Sharp Business Systems
4725 Entrance Drive, Suite J.
Charlotte, NC 28273
Office: 704-672-3005
Cell: 803-493-1241



Biamp Education Experience

From: Amabile, Angelo <Angelo.Amabile@SharpUSA.Com>
Sent: Tuesday, August 19, 2025 11:59 AM
To: Ryan J McGhee <ryan.mcghee@cabarrushealth.org>
Cc: Byrd, Erin <Erin.Byrd@SharpUSA.Com>; Archer, Christopher <Christopher.Archer@SharpUSA.Com>; Monica.Shelley-Henson@CabarrusHealth.org <monica.shelley-henson@cabarrushealth.org>
Subject: Re: CHA Bid

Hi Ryan,

Below is the message I asked Erin to send, but in a more formal format. If everything looks good to you, just reply with "okay" and she can skip this task. If you need a more formal response, please elaborate on the proper method. These cameras were figure into the cost originally and left off the description so obviously no charge for them.

Section responding to Group A

Each room must include a video camera with a view of the projection screen and presenter (podium) area. The video from this camera source and the room audio must be sent to the podium as a USB output (web cam) so it can be used for online meeting apps like Microsoft Teams, Zoom, Google Meet, and other platforms hosted on a laptop at the podium.

A camera will be installed in each individual room Total of three cameras for Group A

Group B: Conference Rooms

Description: The following specifications apply to each of the five (5) conference rooms:

181 – Conference Room - Environmental Health, approximately 20' x 16' **This room will consist of the Biamp conference bar with built in camera speakers and mic**

158 – Large Conference Room, approximately 25' x 16' **This room will consist of the Biamp X-400 MRB room system with Speakers Mics and camera**

44 – Conference Room - School Health, approximately 21' x 17' **This room will consist of the Biamp conference bar with built in camera speakers and mic**

127 – Group Therapy - Behavioral Health, approximately 21' x 12' **This room will consist of the Biamp conference bar with built in camera speakers and mic**

137 – Collaboration - Care Management and Adolescent Health, approximately 28' x 14' **This room will consist of the Biamp X-400 MRB room system with Speakers Mics and camera**

Angelo Amabile

Solutions Specialist

Sharp Business Systems

4725 Entrance Drive, Suite J.

Charlotte, NC 28273

Office: 704-672-3005

Cell: 803-493-1241



Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.



CABARRUS
HEALTH
ALLIANCE

EXHIBIT E: RFP Solicitation & Addenda(s)

**Public Health Authority of Cabarrus County
d.b.a. Cabarrus Health Alliance (CHA)**

REQUEST FOR PROPOSAL (RFP)

#705-2025-0002

Audio Visual Systems

DATE OF ISSUE: 06/25/2025

PROPOSAL OPENING DATE: 07/21/2025

***at* 3:15 PM (ET)**

Please direct all inquiries concerning this RFP to:

Monica Shelley-Henson

Contracting Officer

Email: Monica.Shelley-Henson@CabarrusHealth.org



EXECUTION

Certification: By executing this proposal, the undersigned Vendor certifies that: (i) this proposal is submitted competitively and without collusion (G.S. 143-54), (ii) none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), (iii) it is not an ineligible vendor as set forth in G.S. 143-59.1, (iv) no gift has been offered, extended, or promised by any of its employees or representatives to any CHA employee associated with preparing plans, specifications or estimates for this RFP, or in awarding or administering the contract to result from this RFP, or in inspecting or supervising the services to be rendered (G.S. 133-32), (v) if any of the services to be performed under this RFP will be performed outside the United States by the Vendor or Vendor's subcontractors, Vendor has disclosed such information in writing to CHA (G.S. 147-33.97); (vi) it acknowledges that auditors contracted by CHA and State of North Carolina auditors have the right under North Carolina law to access upon request the Vendor's records and representatives to audit fees and performance associated with procurement contracts (G.S. 147-64.7), (viii) neither it nor any assignee of the Vendor is identified on a list maintained by the NC State Treasurer of persons engaged in investment activities in Iran (G.S. §143C-6A.5), (ix) if proposals are being requested for construction or repair work, must be submitted in accordance with the provisions set forth in G.S. 143-129, (x) if the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324). False certification may constitute a Class I felony under North Carolina law.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by CHA.



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1.0 PURPOSE AND BACKGROUND

Cabarrus Health Alliance (CHA), formerly Cabarrus County Health Department is a Public Health Authority created by the Cabarrus County Board of Commissioners effective July 1, 1997. CHA created to meet the health needs of Cabarrus County. Serving the population on 231,000 citizens throughout the year.

CHA seeks to enhance the public/private health care partnerships, stabilize county dollars going to support health services, and provides consolidation and long-range planning for health services. In the field of community health, mental health, and/or other areas of community concern are of particular importance. These are the areas identified by periodic community needs assessments which strategically brings services to the community to protect and promote the public health of the citizens of Cabarrus County. is soliciting proposals from one or more vendor(s) with which to contract for the following services:

CHA is currently refurbishing the Brown Mill located in Concord, North Carolina. This new location will replace the current Dream Center and will include services such as WIC, case management, school health leadership, environmental health, and other programs offered through CHA. Brown Mill will also have a 5,000 sq feet auditorium to host gatherings that can accommodate all CHA staff.

The substantial completion date is set for December 2025 and full completion expected by January 2026. The installation of required systems must occur prior to the January 2026.

CHA is seeking qualified vendor(s) with the extensive expertise in audio-visual (AV) solutions to collaborate with us on this project and deliver a seamless and state-of-the-art AV infrastructure.

A detailed scope of services is provided herein.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the main body of this RFP document, plus the attachments, and any addenda released before the contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. All terms in this RFP shall be enforceable as contract terms. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions.

2.2 INSTRUCTIONS TO VENDORS REGARDING TERMS AND CONDITIONS

Maintaining the integrity of the RFP Process is of paramount importance for CHA. To this end, please do not contact any members of CHA or its staff regarding this subject matter of this RFP until you receive notification regarding the Intent to Award. You may only converse with the designated contact person identified listed in Section 2.5 of this solicitation.



Failure to comply may disqualify you from this RFP and future solicitations.

Each Vendor shall provide (a) its proposed contract by which CHA will retain Vendor's services, and (b) any other applicable contract that Vendor will ask CHA to sign. CHA's terms and conditions set forth in Attachment B should either be built into or be incorporated by reference in the contract(s) that Vendor proposes in its terms and conditions proposal. CHA will entertain exceptions taken by Vendors to certain of these provisions, but Vendors are cautioned that CHA has a limited ability and willingness to agree to modifications to these standard CHA provisions. CHA will compare and contrast the terms and conditions proposals submitted by qualified Vendors at the same time it evaluates the cost proposals of qualified Vendors. At the conclusion of this evaluation, CHA may elect to award the contract to the Vendor(s) whose aggregate proposal to CHA determines to be most advantageous to CHA. CHA may enter into contract negotiations with one or more qualified Vendors in an effort to reach mutually agreeable contract terms and conditions if CHA is not satisfied with the terms and conditions proposed by the applicable Vendor(s). CHA is not obligated to negotiate with all qualified Vendors. CHA reserves the right to eliminate from further consideration any Vendor that submits a cost proposal or proposes terms and conditions that are not advantageous to CHA.

2.3 RFP SCHEDULE

Event	Responsibility	Date/Time
Mandatory Pre-Bid Walk Through	CHA	07/11/2025 @ 12 PM EST This pre-bid walk through tour of the facility is mandatory. For more detailed information please see Section 2.4B of this RFP.
Pre-Bid Conference Call via TEAMS	CHA	07/14/2025 at 2:00PM EST This pre-bid conference call is Non-Mandatory. This provides time for you to ask questions about the solicitation process, submissions, and the scope of work. For more information please see Section 2.4B of this RFP
Submit Written Questions	Vendor	07/16/2025 at 3:00 PM (ET)
Provide Response to Questions	CHA	07/18/2025
Submit Proposals	Vendor	07/25/2025 at 3:00 PM (ET)
Opening of Proposals	CHA	07/25/2025 at 3:15 PM (ET) <u>Cabarrus Health Alliance – Board Room</u> <u>300 Mooresville Rd.</u> <u>Kannapolis, NC 28081</u>



Contract Award	CHA	TBA	(date subject to change)
Contract Effective Date	CHA	TBD	(date subject to change)

*Please note: This schedule is subject to change as deemed necessary for CHA's advantage. Any changes to the schedule will be announced via an addendum to the RFP.

2.4A MANDATORY SITE WALK THROUGH/PRE-PROPOSAL MEETING

MEETING - Mandatory Site Visit/Pre-proposal Conference

Date: 07/11/2025

Time: 12:00 PM Eastern Time

Location: Brown Mill
526 Cabarrus Ave West
Concord, NC 28027

Special Instructions: This is an active construction site. Hardhats must be worn. Appropriate footwear must be worn. Only two company representatives/per company are allowed on site.

Instructions: This is a MANDATORY Site visit. Therefore at least one Vendor representative must be present for a pre-proposal site visit on July 11, 2025. All attendees must sign in upon arrival. The purpose of this visit is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this RFP. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this proposal. **If a vendor does not attend, the vendor may not submit a bid. Any bid submitted without attendance will be rejected.**

Vendors are cautioned that any information relayed to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this proposal. It is highly suggested that all questions be submitted in writing to obtain a formal written response via Addenda.

2.4B NON-MANDATORY CONFERENCE CALL

There is one Non-Mandatory Conference Call via Microsoft Teams. Log-In information is listed below.

This provides time for your to ask questions about the solicitation process, submissions, and the scope of work. Any questions asked will be formally answered via Addenda.

Attendance is not required for to submit a bid.

Date: 7/14/2025

Time: 2:00 PM EST



Microsoft Teams meeting
Join on your computer, mobile app or room device
Meeting ID: 226 607 710 825 2
Passcode: RT6MV6bo

2.5 PROPOSAL QUESTIONS

Upon review of the RFP, Vendors may have questions regarding the RFP. Vendors shall submit any such questions by the aforementioned due date listed in the section titled 2.3 RFP Schedule above.

Written questions shall be e-mailed to Monica.Shelley-Henson@CabarrusHealth.org by the date and time specified above. Vendors should enter "RFP # 705-2025-0002: Questions" as the subject for the email. Questions should include a reference to the applicable RFP section and be submitted in a format similar to that shown below:

Table with 2 columns: Reference, Vendor Question. Reference: RFP Section, Page Number. Vendor Question: Vendor question...?

Questions received prior to the submission deadline date, CHA's response, and any additional terms deemed necessary by CHA will be posted in the form of an addendum to the same platform on which the RFP is advertised, and shall become an Addendum to this RFP. No questions via phone call or directed to any other CHA personnel other than who is designated in this RFP will be accepted.

2.6 PROPOSAL SUBMITTAL

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

Table with 1 column: Office Address: of delivery by any other method (special delivery, overnight, or any other carrier). Content: RFP NUMBER: 705-2025-0002, Cabarrus Health Alliance, ATTN: Monica Shelley-Henson, 300 Mooresville Rd, Kannapolis, NC 28081

IMPORTANT NOTE: All proposals shall be delivered to the office address listed above on or before the proposal deadline in order to be considered timely. All risk of late arrival due to



unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. All Vendors are urged to take the possibility of delay into account when submitting a proposal. Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this RFP shall NOT be accepted unless otherwise specified.

- a) Submit one (1) signed, original executed proposal response and 3 copies;
- b) Submit your proposal in a sealed package. Clearly mark the package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. See [Section 2.8](#) below. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Regardless of delivery method used, proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

2.7 PROPOSAL CONTENTS & FORMAT

CHA desires all responses to be identical in format in order to facilitate comparison. While CHA's format may be a departure from the vendor's preference, CHA requests adherence to the format listed below. All responses are to be in the format described below.

Submitters should prepare their proposals in accordance with the instructions outlined in this section. Each submitter is required to submit their proposal through mail. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide straightforward, concise description of the submitter's capabilities to satisfy the requirements of the RFP.

The successful Submitter's proposal must include all responses to the requirements contained within this RFP and forms must be completed in their entirety.

By submitting a proposal, the successful submitter's offer agrees to all applicable provisions, terms and conditions associated with this RFP. This solicitation, the successful submitted proposal, all appendices and attachments, and stated terms and conditions may become part of the resulting contract.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and/or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Omissions as incomplete answers may be deemed unresponsive. Please initial any corrections.

SUBMISSIONS SHOULD NOT BE MORE THAN 10 PAGES TOTAL. (this does not include the pricing or required forms.)



The proposal should be organized and identified by sections as follows:

• **Section A: Cover Letter**

Provide the following information about your company:

- Legal company name and DBA (if applicable)
Address
Phone Number
Website Address

- Name of Single Point of Contact
Title
Phone Number
Email Address

- Name of Person with Signature Authority to bind contract
Title
Phone Number
Email Address

- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal:

“The information contained in this proposal or any part thereof, including exhibits, schedules, and any other documents and instruments delivered or to be delivered to CHA, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead Cabarrus Health Alliance as to any material facts.”

AND

“We certify that we do not have any actual or potential conflicts of interest with, or adversarial litigation against Cabarrus Health Alliance or any of its officers or employees. During the course of the contractual relationship formed pursuant to this solicitation response, any such conflict of interest, whether newly arising or newly discovered, will be disclosed, in writing, to Cabarrus Health Alliance procurement office.”

• **Section B: Company Background and Experience**

This section provides each vendor with the opportunity of demonstrating how its history, organization, and partnerships differentiate it from other entities. Careful attention should be paid to providing information relevant to CHA needs.

Provide a concise profile of the proposer’s organization to include the following:

- Corporate history, number of years in business under the current organization names, structure, and services offered;



- Explain if the bidder's organization involved in any pending litigation that may affect its ability to provide its products and services; and
- Describe the current services their agency offers, the mission, vision, and values of their organization, and how those align with the scope of work.

- **Section C: Personnel Information**
Provide brief resumes of staff who will be associated with this project and indicate the functions that each will perform. Include copies of required state licenses.

- **Section D: Reference & Experience**
In a brief narrative provide two equal sized jobs that your company has performed within the last 3 years. The proposer should include the following information:
 1. Name of job, date of completion;
 2. Address and point of contract name and information;
 3. Square footage, rooms outfitted, and dollar value;
 4. Description of job and what products and services provided;
 5. What issues or delays that were encountered;
 6. Did you come at or below expected cost projections;
 7. Where any expenses incurred that were not expected.

- **Section E: Required Forms**
Submitters must include signed copies of the following documents:
 - Proposal Submission
 - Execution Certification (Page 2 of this solicitation)
 - Attachment A: Instructions to Vendors
 - Attachment B1: CHA General Contract Terms and Conditions
 - Attachment B2: Federal Contract Terms and Conditions
 - Attachment C: Price Sheet (includes Part I, II, and III)
 - Attachment D: Location of Workers Utilized by Vendors
 - Addenda Release(s) to this RFP (form is included with Addenda when posted)

ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Please see price sheet for further instructions.

4.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

4.1 METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the evaluation criteria described below.



While the intent of this RFP is to award a contract to a single Vendor, CHA reserves the right to make separate awards to different Vendors for one-or-more line items, to not award one-or-more line items or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to CHA to do so.

4.2 PROPOSAL EVALUATION PROCESS

CHA shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. CHA reserves the right to waive any minor informality or technicality in proposals received.

CHA will conduct a One-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor in a sealed envelope or package. All proposals must be received by CHA no later than the date and time specified on the cover sheet of this RFP. At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their sole option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not; therefore, all proposals must be complete and reflect the most favorable terms available from the Vendor.

Vendors are cautioned that this is a request for proposals, not a request to contract, and CHA reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of CHA.

CHA reserves the right to reject all original offers and request one or more of the Vendors submitting proposals to submit best and final offers (BAFOs), prepared in collaboration with CHA after the initial responses to the RFP have been evaluated.

4.3 EVALUATION CRITERIA

A weighted analysis of the evaluation criteria will be utilized to determine the Service Provider that represents the best value solution to CHA.

All qualified proposals will be evaluated and award made based on the following criteria considered, to result in an award most advantageous to CHA:

Evaluation Criteria	
Requirements & Response Qualifications	Point Range (100 Point Scale)



Service Provider's Background and Experience	30
Service Provider's	25
Compliance with Submittal Requirements	20
Cost/ Pricing	20
North Carolina or Federal certified small business, minority owned business, woman owned business, or historically underutilized business. (Certification must be provided)	5

5.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for CHA to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

5.1 PRICING

Proposal price shall constitute the total cost to End User Department for complete performance in accordance with the requirements and specifications herein, including all applicable charges for shipping, handling, delivery, assembly, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT C: PRICING FORM and include in Proposal. PRICING

5.2 INVOICES

a) Invoices must be submitted to the End User Department at the following email address:

AccountsPayable@CabarrusHealth.org

b) Invoices should bear the purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.

5.3 CONTRACT TERM

This contract shall be binding for a one (1) year period beginning on the date of the contract award with an option to extend upon written mutual agreement.

6.0 SPECIFICATIONS & SCOPE OF WORK

The purpose of this solicitation is acquired qualified vendor(s) to assist with determining the best audio-visual (AV) solutions to collaborate with us on this project and deliver a seamless and state-of-the-art AV infrastructure. This will include the purchase and installation of goods.

6.1 MINIMUM QUALIFICATIONS REQUIREMENTS

Qualified and competent proposers must have experience and knowledge on designing, providing, and installing Audio Visual Equipment and Services on a large scale.

Proposers should have a minimum of 3 years' experience.

General Requirements for Installation of AV Products include the following:

1. Contractors shall provide all apparatus for safe operation at heights. This shall include, but is not limited to, ladders, scaffolds, man-lifts, rigging, anchor freestanding counterweight system ropes, chairs, and harnesses. Contractors will be responsible for supplying and erecting appropriate barricades and/or cones, safety tape, and signs before work commences to ensure safety of all faculty, staff, students and visitors.
 2. Contractors must have ample supplies and equipment. At no time, shall Contractors use the CHA's supplies or equipment in performing work.
 3. Contractors are encouraged to use green and/or eco-friendly products as opportunities allow.
 4. Contractors will pick up and throw away any debris in the area.
 5. Contractors must always have appropriate licenses, permits, and insurance before any contract work can commence. All costs for required licenses, permits, and insurance shall be borne by the contractor.
- 6.2 It is CHA's intention to award one vendor for this project but unknown circumstances may prevent CHA from achieving that goal.
- 6.3 The Scope is divided into eight (8) different groups based on needs and specifications. Minimum requirements are listed. CHA is relying on the submitters, as subject experts, to provide products and services to ensure Brown Mill has state-of-the-art AV infrastructure.
- 6.4 All prices should reflect your GSA price-IF GSA PRICE IS UNAVAILABLE FOR A SPECIFIC ITEM, PLEASE INDICATE THIS IN THE ITEM DESCRIPTION. IF GSA PRICE IS AVAILABLE, YOU MUST SUBMIT THE GSA PRICE FOR ALL ELIGIBLE ITEMS OR YOUR BID WILL NOT BE QUALIFIED. Please feel free to add additional lines (per group) to showcase all costs associated with the project.
- 6.5 CHA will provide electrical power to locations where audio/video equipment is located and provide data connections to single pieces of equipment that require a connection to the CHA LAN or internet.



- 6.6 CHA WILL NOT provide cabling for solutions utilizing video or audio over Ethernet. For instance, if the vendor proposes video over Ethernet to waiting room televisions, the vendor must include the cost of said Ethernet cable and its installation.
- 6.7 Exhibit C, provides Groups, Descriptions, and Specifications along with required paperwork. An electronic version, via Excel, is available upon request. To obtain a copy, please email: Monica.Shelley-Henson@CabarrusHealth.org
Please note, a completed hard/printed copy is required to be submitted.
- 6.8 Exhibit E, provides architectural drawings of space/rooms. An electronic version is available. To obtain a copy, please email: Monica.Shelley-Henson@CabarrusHealth.org

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Attachments to this RFP begin on the next page.



ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** CHA reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, CHA reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to CHA, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of CHA.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any contract arising from it, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4, 5 and 6 of this RFP; (3) CHA General Contract Terms and Conditions attached as ATTACHMENT B; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
8. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order #150 (1999), CHA invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
9. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, CHA will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label



as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

10. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of a contract resulting from this solicitation, the Vendor shall submit a written request addressed to the CHA Contract and Procurement Specialist that issued the award. The protest request must be received within thirty (30) consecutive calendar days from the date of the contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. Note: A contract award notice (purchase order) is sent only to the Vendor actually awarded the contract, and not to every person or firm responding to a solicitation. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
11. **MISCELLANEOUS:** The singular of any word or phrase shall be read to include the plural and vice versa.
12. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of CHA until after the award of the contract or cancellation of this RFP. All Vendors are forbidden from having any communications with CHA, or any other representative of CHA concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless CHA directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to CHA any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, service, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the discretion of CHA, from the contract award. Only those communications with CHA authorized by this RFP are permitted.
13. **WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn only in writing prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Contract and Procurement Specialist.
14. **INFORMAL COMMENTS:** CHA shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of CHA during the competitive process or after award. CHA is bound only by information provided in this RFP and in formal Addenda issued via the same method in which the RFP was advertised.
15. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; CHA will not reimburse any Vendor for any costs incurred prior to award.
16. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer



- questions or provide clarification concerning the firm's proposal.
17. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, etc. for each proposed subcontractor that is required to be provided for Vendor itself. Any subcontracting by a Vendor must be approved in writing by CHA. If subcontractors are going to be used, please provide the subcontractors information on Exhibit C.
 18. **INSPECTION AT VENDOR'S SITE:** CHA reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to contract award, and during the contract term as necessary for CHA determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

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CABARRUS
HEALTH
ALLIANCE

ATTACHMENT B1: CHA GENERAL CONTRACT TERMS AND CONDITIONS

Availability of Funds: The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Alliance. Agreement shall automatically terminate if funds cease to be available.

The Vendor: The Vendor will not be entitled to any benefits that are given to the Cabarrus Health Alliance. Neither Party is authorized to act as an agent for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts of conduct of the other. The Vendor shall be exclusively responsible for reporting and paying of all income tax payments, unemployment insurance, social security obligations, and similar taxes and levies.

Media: The Vendor should have no contact with any media of any type regarding this work. The Vendor cannot and shall not represent the Alliance in any form of media. All media inquiries should be forwarded to the Alliance Public Information Officer, Marcella Beam.

Termination: Termination of this agreement shall occur within 30 days of written notification by either Party to the other Party. This termination shall be for any reason or no reason.

Federal Funds: If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Civil Rights: Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Contract.

Rehabilitation Act: Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Contract.

The American with Disabilities Act 1990: ADA makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Vendor



certifies that it and its principals will comply with regulations in ADA Title II (Public Services) and Title III (Public Accommodations) in fulfilling the obligations under this Contract.

Confidentiality: All information as to personal facts and circumstances obtained by the Vendor in connection with the provision of services or other activity under this Contract shall be privileged communication, shall be held confidential, and shall not be divulged without the responsible person's written consent except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, which does not directly or indirectly identify particular individuals. Vendor employees must sign confidentiality pledges documenting the knowledge of and the agreement to maintain personal and medical confidentiality.

Subcontracting: The Vendor shall not subcontract any of the work contemplated under this Contract without obtaining prior written approval from the Alliance. Any approved subcontract shall be subject to all conditions of this Contract.

Hold Harmless: The Vendor agrees to indemnify and save harmless the Alliance against any claims of third parties arising out of any act or omission of the Vendor, its agents, employees, and subcontractors in the performance of this Contract.

Iran Divestment Act Certification: Vendor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-6E. The Vendor shall not utilize any subcontractor that is identified on the List.

Insurance: The Vendor agrees to furnish worker's compensation, liability insurance and other insurance as may be required to protect the Vendor and the Alliance against claims, which may arise from the Vendor's performance.

Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under this Contract.



ATTACHMENT B2: FEDERAL GENERAL TERMS AND CONDITIONS

This Exhibit is incorporated into each Purchase Order ("PO") issued by Cabarrus Health Alliance (CHA) to CHA vendors (each a "Vendor"), unless other terms are specified on the face of the PO or in a duly-executed contract or other written document signed by the CHA. Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the PO. In the event of a conflict between this Exhibit and the main body of the PO terms, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Vendor represents and warrants that, as of the date the PO is issued, neither the Vendor nor any subcontractor or subconsultant performing work under this PO (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the PO term the Vendor or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Vendor shall notify CHA immediately.
2. **Record Retention.** The Vendor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after it receives City notice that CHA has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Vendor represents and warrants that in its performance under the PO, the Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. §71).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** The Vendor certifies that:
 - A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, 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 and Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
 - C. The Vendor 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.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).** If the PO is in excess of \$100,000 and involves the employment of mechanics or laborers, the Vendor must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. § 3702 of the Contract Work and Safety Standards Act, the Vendor is required to compute the wages of every mechanic



and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 C.F.R. § 401.2 and CHA wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, CHA must comply with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. The Federal Government is not a party to the PO and is not subject to any obligations or liabilities to CHA, Vendor, or any other party pertaining to any matter resulting from the PO.

10. **Equal Employment Opportunity.** In its performance under the PO, the Vendor shall comply with the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R., 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

11. THE VENDOR SHALL COMPLY WITH ALL FEDERAL REQUIREMENTS.

A. The Vendor acknowledges and understands that this PO will be financed at least partially with funding from the federal government. The Vendor further acknowledges and understands that this PO is therefore subject to: (1) all applicable federal laws, (2) all applicable federal regulations, (3) all applicable federal policies, (4) the conditions and requirements of all federal grants that in any way will fund any part of the work under this PO, and (5) the most recent Federal Transit Administration's "Master Agreement," including any certifications or contract provisions that the Master Agreement requires to be included in this PO. For purposes of these FTA Terms, items (1) through (5) in the immediately preceding sentence, as those items may be amended or updated from time to time, are referred to collectively as "Federal Law."

B. All provisions of Federal Law are incorporated into this PO by reference and are fully binding on the Vendor as if they were recited here verbatim. The Vendor shall ensure that all provisions of Federal Law are incorporated into all subcontracts (of every tier) and in all contracts with those supplying any materials, equipment, or other products related in any way to this PO, such that all subcontractors of every tier and all suppliers are contractually required to comply with all provisions of Federal Law.

C. The Vendor at all times shall: (1) fully comply with all provisions of Federal Law, (2) ensure that all work under this PO (including, by example only, all subcontracted work) fully complies with all provisions of Federal Law, and (3) ensure that no aspect of the Vendor's performance under this PO would cause CHA or any of its officials, employees, or agents to be at any risk of violating any provision of Federal Law. In addition, the Vendor shall not perform any act, fail to perform any act, or refuse to comply with any City request to the extent that doing any of those things would create any risk of CHA or any of its officials, employees, or agents being in violation of any provision of Federal Law.

D. By delivering or performing under this PO, the Vendor represents to CHA and covenants with CHA that, as of the date that this PO takes effect, the Vendor has fully complied with all provisions of Federal Law and that the Vendor shall continue to fully comply with all provisions of Federal Law at all times while this PO is in effect.

12. CIVIL RIGHTS LAWS AND REGULATIONS.

The Vendor acknowledges that CHA must comply with all applicable federal civil rights laws and regulations and with 49 U.S.C. § 5323(h)(3) to the extent that the statute is applicable. The Vendor acknowledges and agrees that "Federal Law" for purposes of Article 1.1 of these FTA Terms includes all applicable federal civil rights laws and regulations, as they may be amended from time to time. Some of those civil rights laws and regulations are identified and summarized below, and the Vendor acknowledges



that its obligations under Article 1.1 of these FTA Terms include an obligation to fully comply with the laws and regulations identified below and to ensure that all suppliers and all subcontractors (of every tier) fully comply with those laws and regulations. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 4, the Vendor shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 4 and with all applicable federal civil rights laws and regulations. Applicable federal civil rights laws and regulations include, by example only and not for purposes of limitation:

- A. Nondiscrimination. 49 U.S.C. § 5332 and its implementing regulations, which prohibit discriminating against any employee or any applicant for employment because of race, color, religion, national origin, sex, disability, or age.
- B. Race, Color, Religion, National Origin, Sex. Federal laws and regulations requiring that all job applicants must be employed, and all employees must be treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). For example, a person's race, color, religion, national origin, or sex cannot be considered for purposes of hiring; promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; determining rates of pay or other forms of compensation; or selection for training, including apprenticeship. The laws and regulations imposing these requirements include for example Title VII of the Civil Rights Act (42 U.S.C. § 2000e *et seq.*); 49 U.S.C. § 5332 and its implementing regulations; United States Department of Labor regulations ("Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor") found in 41 C.F.R., Chapter 60; and Executive Order No. 11246 ("Equal Employment Opportunity in Federal Employment") dated September 24, 1965 and found at 42 U.S.C. § 2000e.
- C. Age. Federal laws and regulations prohibit discriminating against current or prospective employees on the basis of age. These laws and regulations include for example the Age Discrimination in Employment Act (29 U.S.C. §§ 621-634); United States Equal Employment Opportunity Commission (U.S. EEOC) regulations ("Age Discrimination in Employment Act") found in 29 C.F.R. part 1625; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); United States Department of Health and Human Services regulations ("Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance") found in 45 C.F.R. part 90; and 49 U.S.C. § 5332 and the regulations implementing that statute.
- D. Disabilities. Federal laws and regulations prohibit discriminating against individuals on the basis of disability. These laws and regulations include for example Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. § 4151 *et seq.*); and 49 U.S.C. § 5332 and the regulations implementing that statute.
- E. Access to Services for Persons with Limited English Proficiency. The Vendor shall facilitate compliance with, and shall ensure that all suppliers and all subcontractors (of every tier) facilitate compliance with: (1) Executive Order No. 13166 ("Improving Access to Services for Persons with Limited English Proficiency"), found at 42 U.S.C. § 2000d-1 note and (2) applicable provisions of the United States Department of Transportation Notice ("DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons") found at 70 Fed. Reg. 74087 and dated December 14, 2005.
- F. Environmental Justice. The Vendor shall facilitate compliance with, and shall ensure that all suppliers and all subcontractors (of every tier) facilitate compliance with: (1) Executive Order No. 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations") found at 42 U.S.C. § 4321 note and (2) United States Department of Transportation Order 5620.3 ("Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations") found at 62 Fed. Reg. 18377 *et seq.* and dated April 15, 1997.

13. EMPLOYEE PROTECTIONS.

- A. The Vendor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. The Vendor also shall comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* to the extent that the FLSA applies to employees performing work with federal assistance involving commerce and as the federal government otherwise determines applicable.

B. The Vendor shall ensure that every subcontractor (of all tiers) and all suppliers fully comply with the laws and regulations referenced in Article 1.5.A of these FTA Terms. In addition to taking all other



necessary and appropriate steps to satisfy its obligations under this Article 5.B, the Vendor shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 5 and with all with all of the laws and regulations referenced in Article 5.A.

14. ENERGY CONSERVATION.

The Vendor shall fully comply with the standards and policies related to energy efficiency in the state energy conservation plan issued under the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, *et seq.* The Vendor also shall ensure that each supplier and each subcontractor (of every tier) fully complies with those same standards and policies. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 6, the Vendor shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 6.

15. GOVERNMENT-WIDE DEBARMENT & SUSPENSION.

A. The Vendor shall fully comply with, and shall facilitate CHA's compliance with, those United States Department of Transportation regulations entitled "No procurement Suspension and Debarment," which are found in 2 C.F.R. part 1200 and which adopt and supplement the United States Office of Management and Budget's "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," which are found in 2 C.F.R. part 180. The Vendor acknowledges that these regulations govern: (1) every contract at any tier under which compensation of \$25,000 or more will be paid, (2) every contract at any tier for a federally required audit (irrespective of the contract amount), and (3) every contract at any tier that must be approved by the FTA (irrespective of the contract amount).

B. The Vendor shall ensure that it and all of its officers, principals, affiliates, suppliers, and subcontractors (of every tier) are fully eligible, without limitation, to participate in this federally funded PO and are not currently declared by any federal department or agency to be:

- a) Debarred from participation in any federally assisted award;
- b) Suspended from participation in any federally assisted award;
- c) Proposed for debarment from participation in any federally assisted award;
- d) Declared ineligible to participate in any federally assisted award;
- e) Voluntarily excluded from participation in any federally assisted award; or
- f) Disqualified from participation in any federally assisted Award.

C. The Vendor at all times shall fully comply with the regulations in 2 C.F.R. part 180, subpart C, as supplemented by the regulations in 2 C.F.R. part 1200.

D. The Vendor shall ensure that, at all times, all suppliers and all subcontractors (of every tier) fully comply with all provisions of this Article 7 to the same extent that the Vendor is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 7.D, the Vendor shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 7.

E. By delivering or performing under this PO, the Vendor certifies to CHA that the Vendor has fully complied as of the date that this PO takes effect with all provisions in this Article 7 and that the Vendor shall continue to fully comply with all provisions in this Article 7 at all times while this PO remains in effect. The Vendor acknowledges and agrees that the certification provided by the Vendor under this Article 7.E is a material representation of fact on which CHA shall rely. If at any time this certification is found by CHA to be false or inaccurate in any way, that shall be deemed a material breach of this PO by the Vendor, and in such a situation CHA may pursue any and all remedies available to it under this PO and otherwise at law. Additionally, the Vendor acknowledges that, if such a breach happens, the federal government also may choose to pursue any and all remedies available to it, including for example seeking the suspension and/or debarment of the Vendor.

16. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.

A. CHA and the Vendor acknowledge and agree that the federal government is not a party to this PO and that the federal government shall not, because of this PO, have any obligations or liabilities to CHA, to



the Vendor, or to anyone else. CHA and the Vendor acknowledge and agree that the first sentence of this paragraph shall not be affected by the federal government concurring in, or approving of, the solicitation or award of this PO unless the federal government explicitly consents in writing to being a party to this PO.

B. The Vendor shall ensure that each subcontract (of every tier) and each supplier contract includes a provision in which the parties to that subcontract or supplier contract acknowledge and agree that the federal government is not a party to that subcontract or supplier contract and that the federal government shall not, because of that subcontract or supplier contract, have any obligations or liabilities to that subcontract's or supplier contract's parties or to anyone else.

17. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS.

A. The Vendor shall fully comply with all provisions of the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801 *et seq.*) and with the United States Department of Transportation regulations entitled "Program Fraud Civil Remedies" that are found in 49 CFR Part 31.

B. By delivering or performing under this PO, the Vendor certifies to CHA the complete truthfulness and total accuracy of every statement that the Vendor has made, has caused to be made, shall make, or shall cause to be made that relates in any way to this PO. The Vendor acknowledges and agrees that the certification provided by the Vendor under this Article 9.B is a material representation of fact on which CHA will rely. If at any time this certification is found by CHA to be false or inaccurate in any way, that shall be deemed a material breach of this PO by the Vendor, and in such a situation CHA may pursue any and all remedies available to it under this PO and/or otherwise at law. Additionally, the Vendor acknowledges that, if such a breach happens, the federal government also may choose to pursue any and all remedies available to it, including for example imposing penalties on the Vendor under the Program Fraud Civil Remedies Act of 1986, 18 U.S.C. §1001, and/or 49 U.S.C. § 5307(n)(1).

C. The Vendor shall ensure that, at all times, all suppliers and all subcontractors (of every tier) fully comply with all provisions of this Article 9 to the same extent that the Vendor is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 9.C, the Vendor shall ensure that each subcontract and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 9.

18. RECYCLED PRODUCTS.

A. When procuring any items designated in Subpart B of 40 C.F.R. Part 247, the Vendor shall fully comply with all requirements imposed by: (1) the Resource Conservation and Recovery Act (RCRA) § 6002, as amended and now found in 42 U.S.C. § 6962, (2) 40 C.F.R. Part 247, and (3) Executive Order 12873.

B. The Vendor shall ensure that all suppliers and all subcontractors (of every tier) fully comply with the requirements of Article 10.A of these FTA Terms to the same extent that the Vendor is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 10.B, the Vendor shall ensure that each subcontract and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with Article 10.A just as the Vendor is required to do.

19. SAFE OPERATION OF MOTOR VEHICLES.

A. The Vendor shall adopt and promote on-the-job seat belt use policies and programs for its employees and for anyone else who shall operate any vehicles in relation to this PO, regardless of whether those vehicles are owned or leased by the Vendor, CHA, or another person or entity.

B. The Vendor shall adopt and enforce workplace safety policies to minimize crashes caused by distracted drivers. These policies shall include policies that ban and discourage text messaging by anyone operating a vehicle in relation to this PO, regardless of whether those vehicles are owned or leased by the Vendor, CHA, or another person or entity.

20. FEDERAL CHANGES.

A. The Vendor at all times shall fully comply with all applicable FTA regulations, policies, procedures, and directives, including for example those listed or by reference in the FTA Master Agreement, as they may be issued or amended from time to time. Any failure by the Vendor to do so shall be a material breach of this PO by the Vendor.

B. The Vendor shall ensure that all suppliers and all subcontractors (of every tier) at all times fully comply with all applicable FTA regulations, policies, procedures, and directives to the same extent that the Vendor is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its



obligations under this Article 12.B, the Vendor shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 12 just as the Vendor is required to do.

21. INCORPORATION OF FTA TERMS.

A. The Vendor and CHA acknowledge and agree that the United States Department of Transportation requires certain provisions (the "Applicable FTA Clauses") to be included in this PO because this PO is funded at least partially with federal funds. The Applicable FTA Clauses are specified in Federal Law and are also summarized in FTA Circular 4220.1F, as it may be amended or superseded from time to time. CHA and the Vendor have tried to expressly include all Applicable FTA Clauses in these Federal Contracting Requirements or elsewhere in this PO. However, CHA and the Vendor agree that, if any of the Applicable FTA Clauses have not been expressly included in this PO, those Applicable FTA Clauses are nonetheless deemed incorporated into this PO by reference and shall be fully binding on the Vendor as if they had been expressly included in this PO.

B. Notwithstanding any other provision in this PO, the Vendor and CHA agree that the Applicable FTA Clauses shall take priority over all other PO provisions. This means that, if a conflict arises between another PO provision and any provision of the Applicable FTA Clauses, such that the Vendor cannot satisfy both, the Vendor shall fully comply with the Applicable FTA Clauses. In such a situation, the Vendor shall disregard the other, conflicting PO provision, but the Vendor shall do so only to the minimal extent needed to comply fully with the Applicable FTA Clauses, and the Vendor otherwise shall fully comply with that conflicting provision. In contrast, in any situation where the Vendor can comply with both another PO provision and with the Applicable FTA Clauses, even if these provisions address the same matter (for example, if another PO provision imposes an obligation on the Vendor beyond those imposed by the Applicable FTA Clauses), that will not be deemed a conflict, and in such a situation the Vendor shall fully comply with the Applicable FTA Clauses and with the other PO provision.

C. The Vendor at all times shall: (1) fully comply with all provisions of the Applicable FTA Clauses, (2) ensure that all of the work under this PO (including, by example only and not for purposes of limitation, all subcontracted work) fully complies with all provisions of the Applicable FTA Clauses, and (3) ensure that no aspect of the work under this PO and no aspect of the Vendor's performance under this PO would cause CHA or any of its officials, employees, or agents to violate any provision of the Applicable FTA Clauses. In addition, the Vendor shall not perform any act, fail to perform any act, or refuse to comply with any City request to the extent that doing any of those things would create a risk of CHA or any of its officials, employees, or agents being in violation of any provision in the Applicable FTA Clauses.

D. The Vendor shall ensure that all provisions of the Applicable FTA Clauses (including of any Applicable FTA Clauses not expressly included in this PO) are incorporated into all subcontracts (of any tier) and in all contracts with those supplying any materials, equipment, or other products such that all subcontractors of every tier and all suppliers are contractually required to comply with all provisions of the Applicable Federal Clauses.

22. FEDERAL ACQUISITION REGULATIONS (F.A.R.) COMPLIANCE.

To the extent that this PO provides for or allows for any adjustment to the Vendor's compensation based on costs or expenses incurred by the Vendor, any such adjustment will be determined based solely on any costs or expenses that: (A) are incurred in full compliance with all of this PO's provisions, (B) for which CHA is clearly required under this PO to reimburse the Vendor, (C) are allowable, allocable, and reasonable, as those terms are defined and used in the Contract Cost Principles of the Federal Acquisition Regulations (F.A.R.) System (found in 48 C.F.R., Ch. 1, Pt.31), including as those principles may be further defined or implemented by regulation or guidance adopted by the federal government, and (D) are otherwise allowed under applicable law.

23. CLEAN AIR.

A. The Vendor shall fully comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. §§ 7401, *et. seq.*, as amended). The Vendor shall promptly notify CHA if the Vendor receives notice of any possible or actual violation (a "Clean Air Act Violation") of the Clean Air Act or of any of those standards, orders, or regulations, and the Vendor shall provide CHA with all information that the Vendor has about the actual or possible violation. The Vendor acknowledges and agrees that CHA may be required by law to report (or that CHA may choose to report, even if not required



by law) any actual or possible Clean Air Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities, and the Vendor shall not be entitled to any remedy because CHA does so.

B. The Vendor shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions: (1) requiring each subcontractor and each supplier to promptly notify the Vendor and CHA if the subcontractor or supplier receives notice of any possible or actual Clean Air Act Violation and to provide the Vendor and CHA with all information that the subcontractor or supplier has about the actual or possible violation and (2) in which each subcontractor and each supplier acknowledges and agrees that CHA may be required by law to report (or that CHA may choose to report, even if not required by law) any actual or possible Clean Air Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities and that the subcontractor or supplier shall have no claim, right, or remedy against CHA or against any City official, employee, or agent because CHA does so.

24. CLEAN WATER.

A. The Vendor shall fully comply with all applicable standards, orders, and regulations issued under the Water Pollution Control Act (33 U.S.C. §§ 1251, *et seq.*, as amended). The Vendor shall promptly notify CHA if the Vendor receives notice of any possible or actual violation (a "Clean Water Act Violation") of the Water Pollution Control Act or of any of those standards, orders, or regulations, and the Vendor shall provide CHA with all information that the Vendor has about the actual or possible violation. The Vendor acknowledges and agrees that CHA may be required by law to report (or that CHA may choose to report, even if not required by law) any actual or possible Clean Water Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities, and the Vendor shall not be entitled to any remedy because CHA does so.

B. The Vendor shall ensure that all subcontracts (of any tier) and all contracts with those supplying any materials, equipment, or other products include provisions: (1) requiring each subcontractor and each supplier to promptly notify the Vendor and CHA if the subcontractor or supplier receives notice of any possible or actual Clean Water Act Violation and to provide the Vendor and CHA with all information that the subcontractor or supplier has about the actual or possible violation and (2) in which each subcontractor and each supplier acknowledges and agrees that CHA may be required by law to report (or that CHA may choose to report, even if not required by law) any actual or possible Clean Water Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities and that the subcontractor or supplier shall have no claim, right, or remedy against CHA or against any City official, employee, or agent because CHA does so.

25. LOBBYING.

A. The Vendor shall fully comply with 31 U.S.C. § 1352, as amended; with any regulations implementing that statute; and with any non-superseded guidance about that statute issued by the federal government (this statute, those regulations, and that guidance together are the "Byrd Anti-Lobbying Amendment").

B. The Vendor shall ensure that each subcontractor (of every tier) and all of those supplying any materials, equipment, or other products fully comply with all requirements imposed by the Byrd Anti-Lobbying Amendment. In addition to taking any other steps necessary and appropriate to satisfy its obligations under this Article 17.B, the Vendor shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with all requirements imposed by the Byrd Anti-Lobbying Amendment and by this Article 17.

C. In addition to complying with all other requirements of the Byrd Anti-Lobbying Amendment, in order to comply fully with the Byrd Anti-Lobbying Amendment for purposes of this Article 17, the Vendor and each subcontractor and supplier must file one or more certifications as required by 49 C.F.R. Part 20 (entitled "New Restrictions on Lobbying").

- i In addition to all other consequences and implications provided by law for filing such a certification, when a subcontractor files one, the subcontractor is deemed to certify to the Vendor or subcontractor at the tier immediately above it that the certifying subcontractor has not, and shall not, use any federal funds to pay any person, entity, or organization to influence or attempt to influence an officer or employee of any governmental agency, any member of Congress, any officer or employee of



Congress, or any employee of a member of Congress concerning or in connection with any federal contract, federal grant, or any other award covered by the Byrd Anti-Lobbying Amendment.

- ii When filing such a certification, the Vendor and each subcontractor and supplier also shall disclose along with that certification the name of any registrant under the Lobbying Disclosure Act of 1995 who has been paid non-federal funds to make lobbying contacts on the certifier's behalf concerning or in connection with any federal contract, federal grant, or any other award covered by the Byrd Anti-Lobbying Amendment. All of these disclosures shall be made on forms designated by CHA. Each subcontractor and supplier shall promptly forward to the Vendor or subcontractor at the tier immediately above it all such disclosures that the subcontractor or supplier receives from anyone involved in any way in the work under this PO (e.g., lower-tier subcontractors), and the Vendor shall promptly provide CHA with the Vendor's own disclosures and with all such disclosures that the Vendor receives from subcontractors and suppliers.

26. CONTRACT WORK HOURS & SAFETY STANDARDS ACT.

A. No laborer or mechanic, during any workweek in which he is involved in any way with work under this PO, may work more than forty (40) hours unless he is paid at least one and one-half times his base pay rate for all hours over forty (40) that he works during that workweek. The obligations imposed by this Article 18.A shall be referred to as the "Overtime Requirements."

B. The Vendor shall ensure that the Overtime Requirements are fully satisfied with respect to any individual who performs any part of the work under this PO, including for example with respect to any such individual who is employed by a subcontractor of any tier.

C. Any violation of the Overtime Requirements by the Vendor or by any subcontractor or supplier shall be: (1) a material breach of this PO by the Vendor and (2) a material breach by that subcontractor or that supplier of its subcontract or its supplier contract.

- i If such a breach happens, in addition to all other remedies provided by this PO or by the law, the Vendor and any subcontractor or supplier that violated the Overtime Requirements shall be jointly and severally liable to the laborer or mechanic at issue for all wages that were not paid to that laborer or mechanic in accordance with the Overtime Requirements.
- ii If such a breach happens, in addition to all other remedies provided by this PO or by the law, the Vendor and any subcontractor or supplier that violated the Overtime Requirements shall be jointly and severally liable to the federal government for liquidated damages. Those liquidated damages shall be computed with respect to each individual laborer or mechanic who was underpaid, including each underpaid watchman and guard, as follows: Ten dollars (\$10.00) for each calendar day that each mechanic or laborer was required or permitted to work more than forty (40) hours during a workweek without being paid in accordance with the Overtime Requirements.
- iii Whether or not the federal government asks or instructs CHA to do so, CHA may withhold (or may cause to be withheld) from any moneys owed to the Vendor and/or to any subcontractor or supplier that violated the Overtime Requirements such sums that CHA determines may be necessary to satisfy any liabilities of the Vendor and/or that subcontractor or supplier for the unpaid wages and/or for the liquidated damages contemplated by this Article 18. These sums may be withheld from any moneys owed to the Vendor and/or to that subcontractor or supplier under: (1) this PO, (2) any subcontract or supplier contract, and/or (3) any other contract or subcontract, under which the compensation to be paid shall be funded at least partially with federal funds.

D. The Vendor shall ensure that the Vendor, all subcontractors (of every tier), and all suppliers shall: (i) prepare and maintain complete and accurate payroll records that fully comply with this Article 18 and with all industry standard accounting and employment practices and (ii) maintain all of those payroll records and make them available for inspection and copying as required for Contract Records under Article 2 of these Federal Contracting Requirements.

- i These payroll records must include payroll information for all individuals who perform any of the work under this PO, including by example for all guards and watchmen who perform any of that work.
- ii These payroll records must contain the following information for each employee: (a) his name and address, (b) his social security number, (c) his employment classifications, (d) the hourly or other



rates at which he was paid, (e) the number of hours that he worked each day and each week, (f) detailed information about the deductions made from his pay, and (g) the actual wages paid to him.

E. The Vendor shall allow CHA, the FTA, the federal Department of Labor, and any of their agents or representatives to interview during working hours any employees or other personnel who have performed, are performing, or are expected to perform any part of the work under this PO. The Vendor also shall ensure that all subcontractors (of every tier) and all suppliers allow such interviews to be conducted.

F. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 18 to ensure that all subcontractors and all suppliers fully comply with this Article 18, the Vendor shall ensure that all subcontracts (of any tier) for any part of the work under this PO and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with Article 1.18 of these Federal Contracting Requirements.

27. PROCUREMENT OF RECOVERED MATERIALS.

A. The Vendor shall fully comply with Section 6002 of the Solid Waste Disposal Act, as that statute has been amended by the Resource Conservation and Recovery Act and by any other legislation.

B. In addition to taking all other steps necessary and appropriate to satisfy its obligations under Article 19.A of these Federal Contracting Requirements, the Vendor shall do all of the following:

- i. Ensure that, whenever any material or product is procured for or related to this PO, and that material or product is listed or identified in those Environmental Protection Agency (EPA) regulations in 40 C.F.R. Part 247, the material or item is procured so that it contains the highest percentage of recovered material; that is practicable while still maintaining a satisfactory level of competition in the procurement process. Except to the extent that Federal Law may otherwise provide, the requirements of this Article 19.B.1 shall apply only where the purchase price of a particular material or product exceeds \$10,000 or where the value of the quantity of that material or product acquired during the preceding fiscal year exceeded \$10,000.
- ii. Ensure that all solid waste management services used for or in relation to the work under this PO are procured in a manner that ensures that those services shall maximize energy and resource recovery.
- iii. Establish an affirmative program for the procurement of recovered materials identified in those Environmental Protection Agency (EPA) regulations in 40 C.F.R. Part 24.

C. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 19 of these Federal Contracting Requirements, the Vendor shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 19 to the same extent that the Vendor must do so and to facilitate, support, and cooperate in the Vendor's compliance with this Article 19.

28. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

The Vendor, by entering into this PO certifies that, consistent with 2 C.F.R. § 200.216 it will not use "covered telecommunications equipment or services" (as that term is defined in Section 889 of Public Law 115-232) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system provided under this PO. The Vendor will include a requirement not to use such "covered telecommunications equipment or services" in any subcontracts for the provision of "covered telecommunications equipment or services" let under this PO.

As used in this clause "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Covered telecommunications equipment or services" as used in this clause, includes but is not limited to:

A. Telecommunications equipment produced by Huawei Technologies Vendor or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications



equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Vendor, or Dahua Technology Vendor (or any subsidiary or affiliate of such entities).

C. Telecommunications or video surveillance services provided by such entities listed in a) or b) or using such equipment provided by entities listed in a) or b).

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

29. NOTICE OF DISPUTES, BREACHES, DEFAULTS, AND LITIGATION.

If a current or prospective legal matter that may affect CHA or the federal government emerges, the Vendor must notify CHA. The Vendor must include a similar notification requirement in each of its subcontracts for twenty-five thousand dollars (\$25,000) or more.

A. Legal disputes that require notification under this provision include, but are not limited to, a major dispute, breach, default, litigation, or naming CHA or naming the federal government as a party to litigation or a legal disagreement in any forum for any reason.

B. Matters that may affect the federal government (and thereby CHA) include, but are not limited to, the or the federal government's interests in the award, the accompanying underlying agreement, and any amendments thereto, or the federal government's administration or enforcement of federal laws, regulations, and requirements.

C. Additional notice to U.S. DOT Inspector General. The Vendor must promptly notify the U.S. DOT Inspector General in addition to the FTA chief counsel or regional counsel for FTA region 4, if the company has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the false claims act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is the subject of this contract, another contract funded by the FTA, or an agreement involving a principal, officer, employee, or agent of the Vendor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Vendor. In this paragraph, "promptly" means to refer information without delay and without change.

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ATTACHMENT C: PRICING

It is CHA's intention to award one vendor for this project but unknown circumstances may prevent CHA from doing that.

Instructions:

There are three different forms that comprises your bid

- Individual Group Price and Specification Sheet (one sheet per group)
- Summary Bid Sheet
- Subcontracting Information

Individual Group Price and Specification Sheet (one sheet per group)

For each group below, fill-in a Bid Description; Exceptions, if there are any; and Alternates if there are any. All Bid Descriptions, Exceptions, and Alternates must be reflected in the corresponding group worksheet.

Each group should stand alone; that is, items in one group should not be contingent upon items in another group. When one group is contingent upon another group, Vendors should specify this in the "Exceptions" section in the contingent group. In order to avoid item duplication, Vendors should not specify the same piece of equipment in multiple groups.

Include Design Fees, Delivery, Cabling, Installation, Configuration and Training in "Included Items" on each Individual Price and Specification Sheet. These can be separate line items or they can be included in the price of other items. Whichever method the vendor chooses. All costs to CHA must be reflected in the Included Items total for each group.

CHA will provide electrical power to locations where audio/video equipment is located.

CHA will provide data connections to single pieces of equipment that require a connection to the CHA LAN or internet.

CHA WILL NOT provide cabling for solutions utilizing video or audio over Ethernet. For instance, if the vendor proposes video over Ethernet to waiting room televisions, the vendor must include the cost of said Ethernet cable and its installation.

The Included Items Total for each group in the Group Worksheet is Your Bid Price to CHA and should be transferred to Summary Bid Sheet (Part II)

All prices should reflect your GSA price-IF GSA PRICE IS UNAVAILABLE FOR A SPECIFIC ITEM, PLEASE INDICATE THIS IN THE ITEM DESCRIPTION. IF GSA PRICE IS AVAILABLE, YOU MUST SUBMIT THE GSA PRICE FOR ALL ELIGIBLE ITEMS OR YOUR BID WILL NOT BE QUALIFIED

An electronic version, via Excel, is available upon request. To obtain a copy, please email: Monica.Shelley-Henson@CabarrusHealth.org
Please note, a completed hard/printed copy is required to be submitted.

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Part I Begins On The Next Page.



Part I: Individual Group Price and Specification Sheet (one sheet per group).

Group Individual Price and Specification Sheet

Group A: Large, Multipurpose Rooms 1, 2, and 3

Description: Multi-purpose rooms 1, 2, and 3 will be separated by movable walls.

Specifications:

Combined and Separate Room Functionality

Audio/video systems in these rooms must operate individually, and

Must be able to be combined and controlled from the center room, conference room two.

Conference rooms 1 and 3 must be able to be combined to form a larger conference room with conference room 2 in any combination, i.e. Rooms 1 and 2; rooms 2 and 3; rooms 1, 2, and 3.

Each room will have a projector which will project onto a screen mounted in the front of the room (rear wall of the building).

In addition, the side rooms (1 and 3) will have each have a projector and screen mounted on the side walls so that presentations can be seen on the side wall as well.

When rooms are combined, video sources may be sent to any of the three front wall or two side wall screens included in the room combination. For example: Room 1 (side) and 2 (center) are combined, and the presenter laptop in the lectern in room 2 video source is sent to room 1 front and side screens and to room 2 front screen.

Individual Room Functionality

Each room must have a lectern/podium toward the front of the room (rear wall of the building).

Each lectern must have connections for HDMI input and power.

Each room must include a video camera with a view of the projection screen and presenter (podium) area.

The video from this camera source and the room audio must be sent to the podium as a USB output (web cam) so it can be used for online meeting apps like Microsoft Teams, Zoom, Google Meet, and other platforms hosted on a laptop at the podium.

Cabling to the lecterns for HDMI and USB must be included in the quote. Power will be provided by CHA in the floor at the podium location.

- If lectern HDMI and USB signals can be sent wirelessly to the room audio/video system, this solution is preferred.
 - Using the latest HDMI standards is also preferred.
- Each room must have an input/output panel at the back of the room with the following:
 - HDMI input
 - Stereo Audio Input



- Stereo Audio Output (room audio including microphones and presentation audio)
- Each room must have an electronic control interface for the entire audio/video system at the back of the room.
- The electronic control interface should control all functions below but is not limited to those functions:
 - Projector and/or television power
 - Projection screen position
 - Video inputs
 - Video outputs
 - Audio power
 - Audio inputs
 - Audio volume
- Each room must have one projector and one projection screen mounted to wall in the front of the room (exterior wall) of suitable size so that people sitting within the room can clearly see the computer, video, and other standard formats displayed on the screen.
 - Minimum projector resolution is digitally scaled 4K
 - Minimum projector brightness 7000 lumines
 - Screen aspect ratio 16:10
 - Minimum diagonal screen size 164"
- Each of the two side rooms must have one projector and screen mounted to the side wall of the room of suitable size so that people sitting within the room can clearly see the computer, video, and other standard formats displayed on the screen.
 - Minimum projector resolution is digitally scaled 4K
 - Minimum projector brightness 7000 lumines
 - Screen aspect ratio 16:10
 - Minimum diagonal screen size 164"
- Each room must have an audio system and speakers suitable so that people sitting within the room can hear presentations from computers and other audio sources.
- Each room must include one wireless lapel microphone and one wireless hand-held microphone for presentations.
- Each room must include a lectern suitable for connecting the audio/video connections (HDMI, USB, and power).
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items here

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.



Group Individual Price and Specification Sheet

Group B: Conference Rooms

Description: The following specifications apply to each of the five (5) conference rooms:

- 181 – Conference Room - Environmental Health, approximately 20' x 16'
- 158 – Large Conference Room, approximately 25' x 16'
- 144 – Conference Room - School Health, approximately 21' x 17'
- 127 – Group Therapy - Behavioral Health, approximately 21' x 12'
- 137 – Collaboration - Care Management and Adolescent Health, approximately 28' x 14'

Specifications:

Each room may seat up to 12 people around a long table.

- CHA will provide a conference room table of appropriate size for the room, capable of connecting power and audio / video inputs (HDMI and meeting system) to the tabletop.
- CHA will provide power to floor beneath the table.
- CHA will provide an ethernet network connection beneath the table.
- Must include a television large enough and with speakers sufficient for people in the room to see and hear PC and video presentations.
 - Minimum screen resolution 4K UHD
 - Minimum diagonal screen size 75"
- Must include a wall mount.
- Must have a table input for HDMI which connects to the television
- Must include an online meeting system (cameras, microphones, and speakers capable of connecting in-room meeting participants to online meetings)
 - System must accommodate at least 12 participants seated around a long meeting table.
 - System must work with Microsoft Teams
 - System must be accessible to multiple staff members, multiple staff devices, e.g. laptops
 - Must include any cabling needed to connect cameras not on the meeting table to devices located on the meeting table.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.



Group B: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group B: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group B: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:



Group Individual Price and Specification Sheet

Group C: Waiting Room TVs

Description: The following specifications apply to each of the two (2) waiting rooms labeled: Waiting Area – 111 and Waiting/Reception 175

Specifications:

- Must include a television large enough for people in the room to see computer and video presentations.
 - Minimum screen resolution 4K UHD
 - Minimum diagonal screen size 65"
- Must include a wall mount with room for a PC.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group C: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group C: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$

TOTAL:



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Group C: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$

TOTAL:



Group Individual Price and Specification Sheet

Group D: WIC Waiting Room TVs

Description: The following specifications apply to the room labeled: Waiting 154.

Specifications:

- Must include two (2) televisions large enough for people in the room to see video computer and video presentations.
- Minimum screen resolution 4K UHD
- Minimum diagonal screen size 55"

- Must include two (2) wall mounts with room for a PC.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: *Describe your bid items.*

Exceptions: *Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.*

Alternates: *Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.*

Group D: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group D: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$

TOTAL:



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Group D: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$

TOTAL:



Group Individual Price and Specification Sheet

Group E: WIC Consultation

Description: The following specifications apply to each of the six (6) consultation rooms on the first floor, labeled 157, 158, 159, 160, 161, 162

Specifications:

- Must include an LCD television large enough for people in the room to see video PC, and video presentations.
 - Minimum screen resolution 4K UHD
 - Minimum diagonal screen size 55"
- Must include an LCD wall mount with room for a PC.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group E: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$

TOTAL:

Group E: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$

TOTAL:

Group E: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$

TOTAL:



Group Individual Price and Specification Sheet

Group F: TVs in Gym

Description: The following specifications apply to area labeled: First Floor Gym

Specifications:

- Must include an LCD television large enough for people in the room to see television and video presentations.
- Must include two (2) LCD televisions large enough for people in the room to see TV and video presentations.
 - Minimum Screen Resolution 4K UHD
 - Minimum Diagonal Screen Size 55"
- Must include two (2) LCD wall mounts with room for a PC or other video device.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group F: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group F: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group F: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$

TOTAL:



Group Individual Price and Specification Sheet

Group G: Behavioral Health Video Recording

Description: Rooms 123 and 125 will be used for therapy.

Staff will use room 124 to observe and record the therapy sessions taking place in rooms 123 and 125.

Specifications:

- Video and audio recording equipment sufficient to see and hear what's taking place in each of the two (2) therapy rooms.
- The ability to record or not record individual therapy sessions.
- The ability to save or discard the recordings
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

Alternates: Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group G: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:



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Group G: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group G: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL:



Group Individual Price and Specification Sheet

Group H: Overhead Paging System

Description: A speaker system to facilitate overhead paging throughout the building. Any controls for the system will be located in 196 – IT Room.

Specifications:

- IP paging control system capable of interfacing with SIP based phone system
- Speakers sufficient so that when a staff member uses the phone system to page overhead, the message can be heard clearly throughout the building.
- Please feel free to add additional lines (per group) to showcase all costs associated with the project.

Bid Description: Describe your bid items.

Exceptions: Explain anything about your proposed solution which does not meet the specification above. Type "none" if your proposed items meet the specifications above.

Alternates Suggest any alterations to the specifications above that you feel would enhance audio/video functionality.

Group H: Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group H: Not Included Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$

TOTAL:

Group H: Alternative Items

Qty	MFG	Model Number	Description	Price Per Unit	Total (Qty x Price per Unit)
				\$	\$
				\$	\$
				\$	\$

TOTAL:



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Part II: Summarized Bid Sheet

Transfer total from Part I: Individual Group Price and Specification Sheet

Group	Group Description	Included Sub-Total	Not Included Sub-Total	Total
A	Large, Multi-purpose Room 1, 2, & 3	\$	\$	\$
B	Conference Rooms	\$	\$	\$
C	Waiting Room Televisions	\$	\$	\$
D	WIC Waiting Room Televisions	\$	\$	\$
E	WIC Consultation Rooms	\$	\$	\$
F	Televisions in Gym	\$	\$	\$
G	Behavioral Health Video Recording	\$	\$	\$
H	Overhead Paging System	\$	\$	\$



Part III: SUBCONTRACTING:

Subcontracting is allowed under this contract. Subcontractors must be vetted and approved by CHA prior to utilization. Contractor is 100% financially responsible for the work and any damage the subcontractor may inflict. Subcontractors must have appropriate insurance and required licenses designated by the State of North Carolina.

Please note, CHA will not pay subcontractors directly. Payment verification of subcontractors must be provided at time of final invoice in the form of a canceled check.

Information on this page maybe can be changed at the time of award.

Submitting Vendor will do 100% of the work. ___ Yes ___ No ___ Unsure at this time.

If Subcontractors will be used for this project, please provide the following information: If additional lines are needed, please feel free to add an additional sheet.

1) Work to be done: _____
Subcontractor Name: _____
Address: _____
Phone Number: _____

Is this Subcontractor a certified MWSBE or HUB vendor? ___ Yes ___ No
Estimated Payment: _____

2) Work to be done: _____
Subcontractor Name: _____
Address: _____
Phone Number: _____

Is this Subcontractor a certified MWSBE or HUB vendor? ___ Yes ___ No
Estimated Payment: _____

3) Work to be done: _____
Subcontractor Name: _____
Address: _____
Phone Number: _____

Is this Subcontractor a certified MWSBE or HUB vendor? ___ Yes ___ No
Estimated Payment: _____



ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute §143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this contract. CHA will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

- a) Will any work under this contract be performed outside the United States? YES NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this contract will be performed by the Vendor, any subcontractors, employees, or other persons performing work under the contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other subcontractors that will perform work outside the U.S.:

- b) The Vendor agrees to provide notice, in writing to CHA, of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the contract outside of the United States YES NO

NOTE: All Vendor personnel and subcontractor personnel providing call or contact center services to CHA under the contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

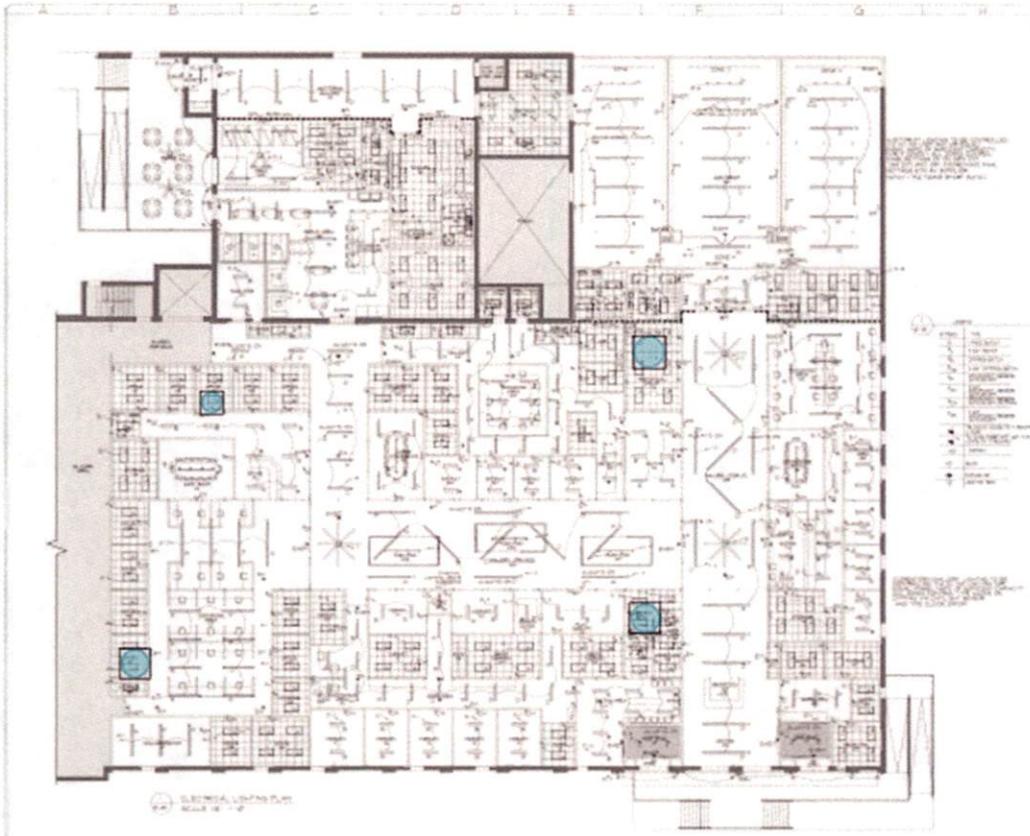
- c) Identify all U.S. locations at which performance will occur:



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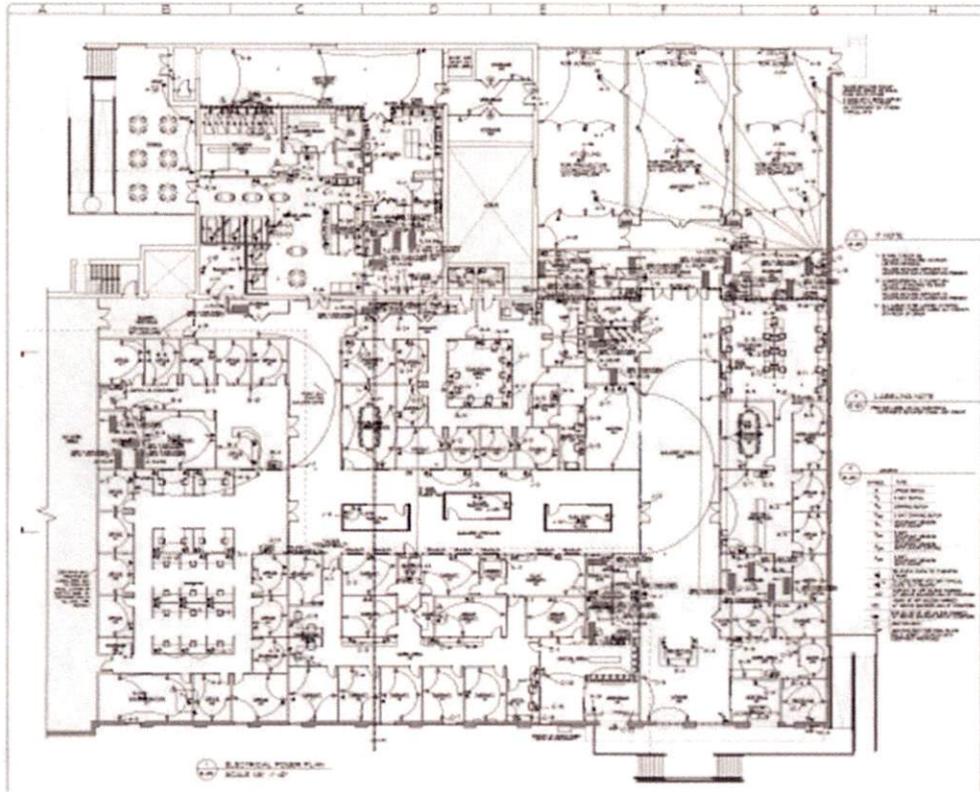
Attachment E: Brown Mill Electrical Plans

An electronic version is available. To obtain a copy, please email:
Monica.Shelley-Henson@CabarrusHealth.org



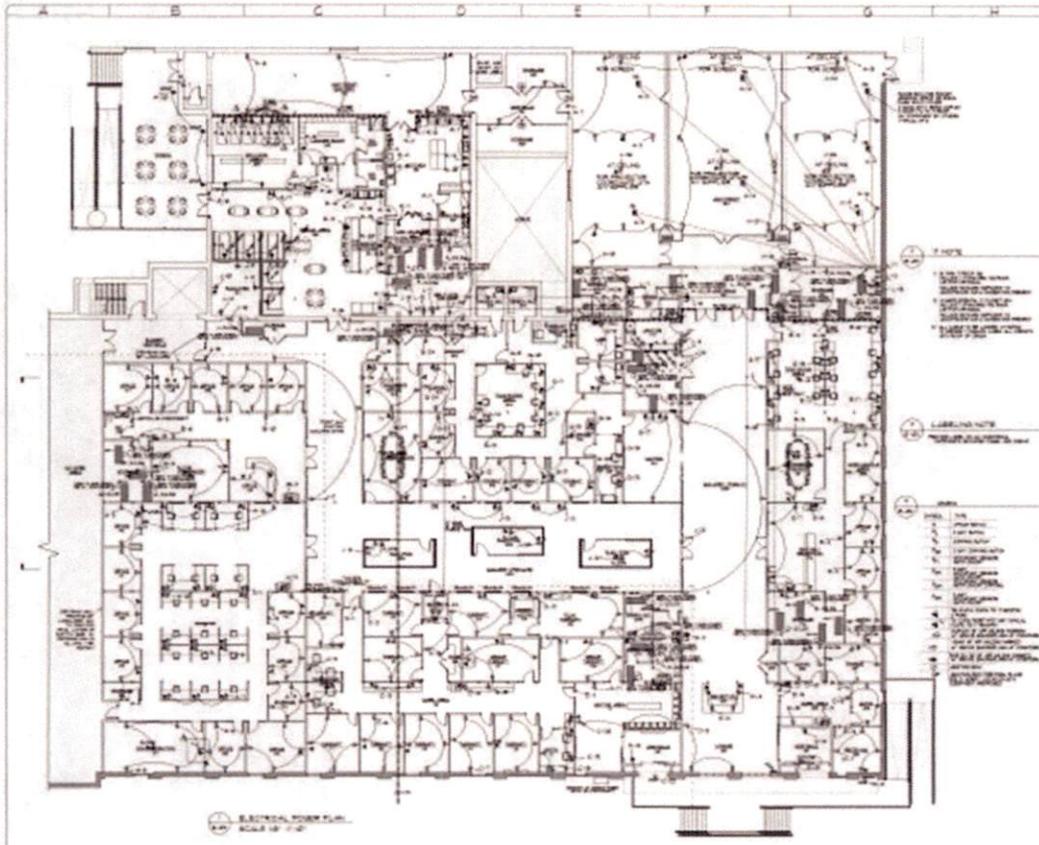


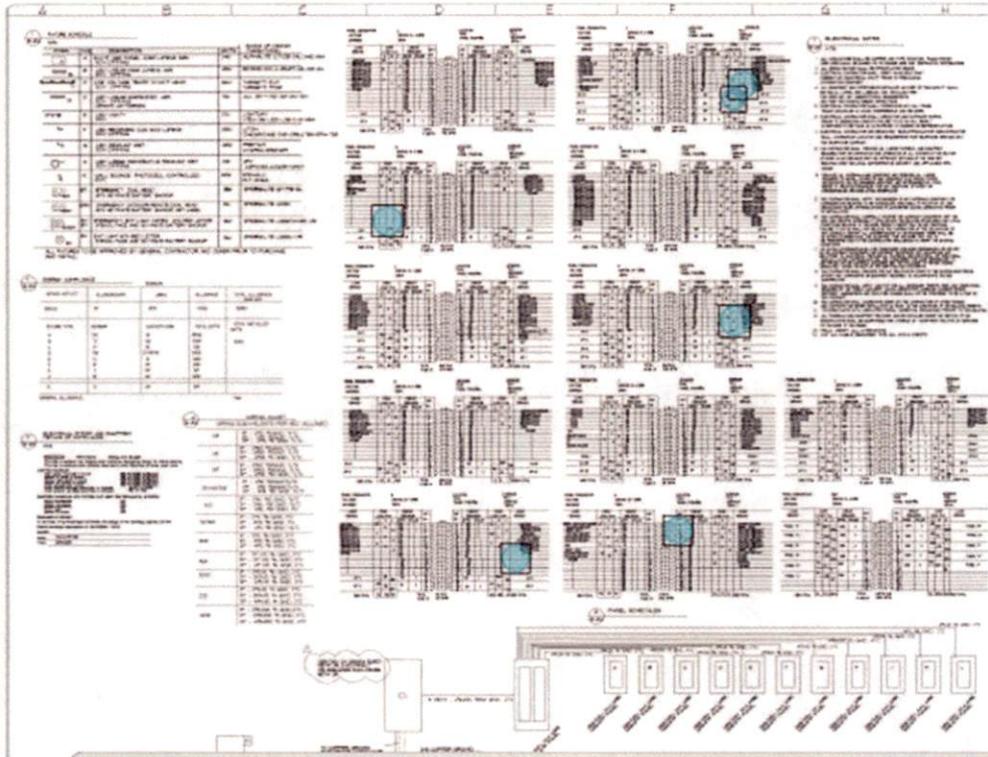
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Audio Visual for Brown Mill

RFQ #705-2025-0002

TO: All Prospective Providers
DATE: July 24, 2025
SUBJECT: Addendum 1: 705-2025-0002 Audio Visual Systems for Brown Mill

In order to constitute a complete bid response all prospective bidders must acknowledge recipient of this addendum with the attached Addenda Receipt Confirmation Form. Any Bidder that does not acknowledge receipt of an issued addendum may not be considered responsive.

In the event of additional changes or clarifications to this RFQ are warranted, all submitters are responsible for monitoring either the IPS site and the CHA site for additional addenda.

<https://www.cabarrushealth.org/bids.aspx>

Cabarrus Health Alliance appreciates your interest in doing business with us and look forward to receiving a submission from your company.

Sincerely,

Monica Shelley-Henson
Contracting Officer

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QUESTIONS and ANSWERS

We are still compiling the answers to questions sent. As soon as this is completed an 2nd Addenda will be posted and provided. Please

CHANGES

Change No. 1: Deletion of an item

Group G: Behavioral Health Video Recording (Page 42) is no longer apart of the request.

Change No. 2: Section 2.3 RFQ Schedule

Bids shall be accepted until 3:00 PM EST on Friday: August 1, 2025.

ADDITIONS

No Additions



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Audio Visual for Brown Mill

RFQ #705-2025-0002

ADDENDA RECEIPT CONFIRMATION FORM

Please acknowledge receipt of all addenda(s) by including this form with your Proposal Submission.

<https://www.cabarrushealth.org/bids.aspx>

Addenda Number 1: Questions & Answers Issued: 7/24/2025

I certify that this proposal complies with the Specifications and Conditions issued by Cabarrus Health Alliance which includes the information provided within the above issued Addenda.

Name (please print)

Date

Authorized Signature

Title

Company Name



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Audio Visual for Brown Mill

RFQ #705-2025-0002

TO: All Prospective Providers
DATE: July 25, 2026
SUBJECT: Addendum 2: 705-2025-0002 Audio Visual Systems for Brown Mill

In order to constitute a complete bid response all prospective bidders must acknowledge recipient of this addendum with the attached Addenda Receipt Confirmation Form. Any Bidder that does not acknowledge receipt of an issued addendum may not be considered responsive.

In the event of additional changes or clarifications to this RFQ are warranted, all submitters are responsible for monitoring either the IPS site and the CHA site for additional addenda.

<https://www.cabarrushealth.org/bids.aspx>

Reminder: Bids shall be accepted until 3:00 PM EST on Friday: August 1, 2025

Cabarrus Health Alliance appreciates your interest in doing business with us and look forward to receiving a submission from your company.

Sincerely,

Monica Shelley-Henson
Contracting Officer

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QUESTIONS and ANSWERS

Q1: Can CHA please expand on the storage requirement for Behavioral Health Video Recording in Rooms 123 and 125?

- o Is this storage governed under HIPAA regulations?
- o What video resolution is required, and how many sources need to be captured simultaneously? Video camera? PC output and audio?
- o Is cloud storage of this content allowed?
- o Is CHA contracted with a cloud storage vendor?
- o How long does the content need to be stored?
- o If an on-premises solution is desired, is CHA standardized on a particular server manufacturer? Is there adequate rack space and power available?

A1: Please see Change No. 1 of this document.

Q2: What is the make and model of the SIP phone system and what facility does it have to integrate the full building paging system? Some phone systems already have a paging function. Can this be verified?

A2: CHA will handle the interface with the SIP phone system using an [Algo 8301 IP Paging Adapter & Scheduler](#). The proposed overhead paging system must be able to receive audio output from this device.

Q3: Can the drawings provided in the RFQ, be provided in full size in a separate PDF?

A3: Per the Solicitation, PDFs are available upon email request.

Q4: Is sound masking a requirement or an option?

A4: Sound masking is not a requirement. We do not anticipate needing sound masking. It can be submitted as an alternate and priced separately if the vendor thinks this would add value.

Q5: Based on the amount of Q&A and changes to the scope of this RFQ, can a one (1) week extension to August 1st be granted so that the required designs can be completed?

A5: The solicitation has been extended. Please see Change No. 2 of this document.

Q6: Please confirm that answers provided during the Teams call will be provided in the answers that will be posted on 7/18.

A6: As stated during the walk through and on the TEAMS call, CHA will do it's best to deliver answers to asked questions. But we requested all potential vendors to be submitted questions in writing to ensure we understood the exact question being asked.

Q7: Is the CHA willing to negotiate the start and completion date post award?

A7: The most responsible and responsive submitter will be selected based on the criteria listed in the original solicitation. It is CHA's intention to limit any negotiation but reserves the right to do so if it is necessary.



Q8: How is the recording being handled in the observation room and how much storage? If a server is required who is expected to provide it?

A8: Please see Change No. 1 of this document.

Q9: Is the group therapy area the only one with an alternate for sound masking in addition to paging?

A9: We do not anticipate needing sound masking. Any sound masking should be an alternative to the overhead paging portion.

Q10: How will the schedule be affected if AV doesn't start until mid to late November?

A10: Each vendor should include in their proposal a timeline from start to finish. Currently the building is scheduled for HVAC power on November 4. Work that does not require climate control can be started as soon as a contract is signed. If CHA changes the date for HVAC or delays AV start, it is reasonable that the vendor's schedule would be delayed by a similar amount of time.

Q11: In the lobby will there be a need for a digital signage player? Could also apply to the fitness center.

A11: This is not a requirement. Any proposal for digital signage should be submitted as an alternative.

Q12: Does the observation room need to have camera controls for a pan/tilt/zoom or will the camera be fixed?

A12: Group G is no longer apart of the solicitation. Please see Change No. 1 of this document.

Q13: Is it a prerequisite to be listed on the GSA Contract?

A13: No.

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Audio Visual for Brown Mill

RFQ #705-2025-0002

CHANGES

No New Changes

ADDITIONS

No New Additions



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Audio Visual for Brown Mill

RFQ #705-2025-0002

ADDENDA RECEIPT CONFIRMATION FORM

Please acknowledge receipt of all addenda(s) by including this form with your Proposal Submission.

<https://www.cabarrushealth.org/bids.aspx>

Addenda Number 1: Questions & Answers **Issued:** 7/22/2025

I certify that this proposal complies with the Specifications and Conditions issued by Cabarrus Health Alliance which includes the information provided within the above issued Addenda.

Name (please print)

Date

Authorized Signature

Title

Company Name



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Audio Visual for Brown Mill

RFQ #705-2025-0002

TO: All Prospective Providers
DATE: July 28, 2026
SUBJECT: Addendum 3: 705-2025-0002 Audio Visual Systems for Brown Mill

In order to constitute a complete bid response all prospective bidders must acknowledge recipient of this addendum with the attached Addenda Receipt Confirmation Form. Any Bidder that does not acknowledge receipt of an issued addendum may not be considered responsive.

In the event of additional changes or clarifications to this RFQ are warranted, all submitters are responsible for monitoring either the IPS site and the CHA site for additional addenda.

<https://www.cabarrushealth.org/bids.aspx>

Reminder:

Bids shall be accepted until 3:00 PM EST on Friday: August 1, 2025

Cabarrus Health Alliance appreciates your interest in doing business with us and look forward to receiving a submission from your company.

Sincerely,

Monica Shelley-Henson
Contracting Officer

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QUESTIONS and ANSWERS

- Q1:** Can CHA please expand on the requirement(s) for the overhead paging system?
- A1:** Yes. Please See Questions 2-6 below.
- Q2:** What portions of this system are already in place or ordered?
- A2:** CHA has a cloud-based phone system, Windstream Office Suite. CHA will work with the phone system vendor to install an Algo 8301 device at Brown Mill which will act as the interface between the phone system and the overhead paging system.
- Q3:** What is the type, make and model of the phone system?
- A3:** Please see A2
- Q4:** Does the phone system already have a paging function or is the proposed paging system need to include stations, loudspeakers, amplifiers?
- A4:** The audio/video vendor will propose/provide all audio components necessary to receive the signal from the Algo 8301 device and broadcast it throughout the building. This includes but is not limited to amplifier(s) and speakers.
- There will only be one paging zone which will be used to page throughout the entire portion of the building occupied by CHA.
- Q5:** What is the expected functionality and operational requirements?
- A5:** It is expected that when someone uses their phone to page overhead, for instance "would an administrator please come to the front desk?" that the message is heard throughout the building.
- Q6:** Does this need to interface with life / safety systems? Where and what type of connectivity?
- A6:** There is no requirement to interface with life safety systems. Vendors may propose that feature as an alternate.
- Q7:** Can an extension be granted for the design of this part of the RFP?
- A7:** No.



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Audio Visual for Brown Mill

RFQ #705-2025-0002

Q8: Can a vendor submit pricing for only one section of solicitation or must it be for all.

A8: As stated in the original solicitation, it is CHA's intention to award this project to one vendor; CHA reserves the right to award to multiple vendor/service provider determined it would result in a better outcome.

CHA encourages all vendors/service providers, who meets the requirements listed in the solicitation, to submit a proposal.

This space has been intentionally left blank.



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ALLIANCE

Audio Visual for Brown Mill

RFQ #705-2025-0002

CHANGES

No New Changes

ADDITIONS

No New Additions



CABARRUS
HEALTH
ALLIANCE

Audio Visual for Brown Mill

RFQ #705-2025-0002

ADDENDA RECEIPT CONFIRMATION FORM

Please acknowledge receipt of all addenda(s) by including this form with your Proposal Submission.

<https://www.cabarrushealth.org/bids.aspx>

Addenda Number 1: Questions & Answers Issued: 7/28/2025

I certify that this proposal complies with the Specifications and Conditions issued by Cabarrus Health Alliance which includes the information provided within the above issued Addenda.

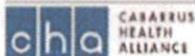
Name (please print)

Date

Authorized Signature

Title

Company Name





CABARRUS
HEALTH
ALLIANCE

Audio Visual for Brown Mill

RFQ #705-2025-0002

TO: All Prospective Providers
DATE: July 29, 2026
SUBJECT: Addendum 4: 705-2025-0002 Audio Visual Systems for Brown Mill

In order to constitute a complete bid response all prospective bidders must acknowledge recipient of this addendum with the attached Addenda Receipt Confirmation Form. Any Bidder that does not acknowledge receipt of an issued addendum may not be considered responsive.

In the event of additional changes or clarifications to this RFQ are warranted, all submitters are responsible for monitoring either the IPS site and the CHA site for additional addenda.

<https://www.cabarrushealth.org/bids.aspx>

Reminder:

Bids shall be accepted until 3:00 PM EST on Friday: August 1, 2025

Cabarrus Health Alliance appreciates your interest in doing business with us and look forward to receiving a submission from your company.

Sincerely,

Monica Shelley-Henson
Contracting Officer

This space has been intentionally left blank.



QUESTIONS and ANSWERS

Q1: Are we responsible for providing the three lecterns? If so, please confirm the color and specification.

A1: Yes. The vendor is responsible for providing three lecterns. The vendor should propose a make and model suitable to house any audio/video equipment that will be inside the lectern, and there should be space on top of the lectern for a laptop. If there are colors to choose from, the vendor should include the color choices in their proposal.

CLARIFICATIONS

Please see the below clarified Evaluation Criteria

Evaluation Criteria	
Requirements & Response Qualifications	Point Range (100 Point Scale)
Background and Experience (Section B & C)	30
Previous Work Experience on similar sized Projects (Section D)	25
Compliance with Submittal Requirements	20
Cost/ Pricing	20
North Carolina or Federal certified small business, minority owned business, woman owned business, or historically underutilized business. (Certification must be provided)	5



CABARRUS
HEALTH
ALLIANCE

Audio Visual for Brown Mill

RFQ #705-2025-0002

ADDENDA RECEIPT CONFIRMATION FORM

Please acknowledge receipt of all addenda(s) by including this form with your Proposal Submission.

<https://www.cabarrushealth.org/bids.aspx>

Addenda Number 4: Questions & Answers Issued: 7/29/2025

I certify that this proposal complies with the Specifications and Conditions issued by Cabarrus Health Alliance which includes the information provided within the above issued Addenda.

Name (please print)

Date

Authorized Signature

Title

Company Name



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APPENDIX A

STANDARD NORTH CAROLINA LOCAL GOVERNEMENT CONTRACTUAL TERMS &
CONDITIONS RIDER

Revised and Effective: July 2022

This Standard North Carolina Local Government Contractual Terms & Conditions Rider (hereinafter referred to as “LGR” or “the LGR”) is hereby made and entered into by and between the Public Health Authority of Cabarrus County *d.b.a.* Cabarrus Health Alliance (hereinafter referred to as “The Alliance” or “the Alliance”) and any and all parties entering into any contract, memorandum of understanding or other agreement of any kind, for the provision of goods, services, or other consideration of any kind, to the Alliance referencing its existence or inclusion as a part thereof.

Any such instrument(s) together with any and all exhibits, addenda, riders and/or any other instruments attached to, or incorporated by reference therein, shall be collectively referred to hereinafter as the “Agreement”.

For purposes of additional clarification and not in derogation of the foregoing, this LGR shall relate to and be fully incorporated into and supersede the Agreement between the Alliance and Sharp on September 26, 2025.

WITNESSETH:

WHEREAS, the Alliance is a body politic of the State of North Carolina, subject by operation of law to certain additional rules, regulations and laws applicable to public and/or governmental bodies including without limitation certain operational and contractual requirements; and

WHEREAS, the risk of financial default under a contract entered into by such a governmental body is substantially lower than the ordinary risk of financial default attributable to private or commercial entities; and

WHEREAS, the Alliance has established this LGR for the non-exclusive purposes of expediting its contract review and approval process, to document notice of its governmental status, and to protect its citizens and the public at large from illegal or unfair obligations otherwise imposed under certain adhesion contracts; and

WHEREAS, the Alliance is prohibited by applicable law from executing the Agreement without modification by this LGR, or has otherwise determined it is not in the best interests of its citizens and the public at large to do so without the additional terms and conditions of this LGR being made a part thereof.

NOW, THEREFORE, in exchange of the mutual covenants made herein, and for other good and valuable consideration exchanged between the parties, the sufficiency of which is hereby acknowledged, including but not limited to the inducement of the Alliance to enter into the Agreement as modified by this LGR, the parties agree as follows:

PART A: AMENDED CONTRACT TERMS

1. **Contract Incorporation. THE TERMS AND PROVISIONS OF THIS LGR SHALL BE DEEMED FULLY AND COMPLETELY INCORPORATED INTO, AGREED TO AND ACCEPTED BY ALL PARTIES ENTERING INTO ANY AGREEMENT OR CONTRACT REFERENCED HEREIN OR WHICH REFERENCES THEIR EXISTENCE**



IN ANY WAY; including to the fullest extent permitted by law, incomplete or non-specific references to their existence where any party could with reasonable due diligence have ascertained the existence and content of its terms. Each party entering into any such Agreement further agrees that the incorporation of this LGR into the terms and conditions of the Agreement shall be deemed to be a **MATERIAL CONDITION PRECEDENT** to the Alliance's acceptance of such Agreement, and to the validity and enforceability of said Agreement against the Alliance by any party thereto, as well as to any later amendment or modification to the primary Agreement. This LGR shall continue to apply to any modification or amendment to the Agreement made hereafter unless this LGR is specifically made inapplicable and described with particularity therein. Partial performance by any party under such an Agreement without formal execution thereof, shall be considered as agreement to, and acceptance of, these LGR terms and conditions.

2. **Contractual Conflict & Precedence. NOTWITHSTANDING ANY STATEMENT OR PROVISION WITHIN THE CONTRACT TO THE CONTRARY, AND EXCEPT FOR ANY "ADDITIONAL TERMS & CONDITIONS" AGREED TO BETWEEN THE PARTIES PURSUANT TO THE IMMEDIATELY FOLLOWING PARAGRAPH, THE TERMS AND CONDITIONS OF THIS LGR SHALL SUPERSEDE, CONTROL OVER, AND PREVAIL IN THE EVENT OF ANY CONFLICT WITH ANY DIFFERING OR CONTRARY TERMS OR CONDITIONS OF THE CONTRACT OR AGREEMENT OR ANY AMENDMENT/MODIFICATION THERETO.** Except to the extent they are inconsistent with or modified by this LGR, the terms and conditions of the contract shall remain in full force and effect.
3. **Additional Terms & Conditions.** To the extent the parties require any additional or specific modifications or amendments to the Agreement, or to this LGR itself, the same **shall be reduced in writing and attached to the Agreement labeled as "Additional Terms & Conditions" which shall clearly reference the Agreement to which it applies, shall state that it takes precedence over and shall control in the event of any conflicts with both the Agreement and any Local Government Rider, and shall be separately signed by all parties** concurrently with their execution of the Agreement instrument(s).

PART B: STANDARD LOCAL GOVERNMENT PROVISIONS.

1. **Public Records & Confidentiality.** The Alliance is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Agreement, the Alliance shall not be liable to any party for disclosing the Agreement, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by the Alliance in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws.
2. **Access to Records.** The Contractor agrees to provide the Alliance, Cabarrus County, the Department of Treasury, the Controller 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.
3. **Limitation Upon Partial/Progress Payments for Goods/Materials to be Delivered.** Payment (partial or otherwise) for any physical goods or materials to be provided to the Alliance pursuant to the Agreement, shall not be due or owed by the Alliance until after actual delivery and acceptance of any such physical items.
4. **E-Verify Certification.** At all times during performance of the Agreement, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes, and shall ensure compliance by any subcontractors utilized.



All parties shall execute an affidavit verifying such compliance upon request by the Alliance.

5. Constitutional Limitation on Municipal Indemnification. The parties acknowledge and understand that an unlimited indemnification by the Alliance constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnification given by the Alliance to any party under the Agreement shall be deemed to be given only to the fullest extent allowed by law.
6. No Obligation by Federal Government or Cabarrus County. The Federal Government, nor Cabarrus County, are party to this contract and are not subject to any obligations or liabilities to the Alliance, the Contractor, or any other party pertaining to any matter resulting from the contract.
7. Contingent Funding/Non-Appropriations Clause. Notwithstanding anything to the contrary within the Agreement or this LGR, all financial obligations of the Alliance under the Agreement are dependent upon, and subject to, the continuing allocation of funds by the Alliance Board of Commissioners for such purpose. The Agreement shall automatically terminate if such funds cease to be allocated or available for any reason.
8. Not to Exceed (NTE) Cap. Unless otherwise approved in writing by the Alliance, the total amount of compensation payable by the Alliance to all parties under the Agreement during each fiscal year of the Alliance (running from July 1 to June 30 of the following calendar year) shall not exceed the amount, if any, which is listed or referred to within the Agreement as "Total annual compensation hereunder not to exceed \$352,914.22 USD without the Alliance's prior written approval" or by substantially similar language. This amount is the total combined budget normally allocated for the services rendered under the Agreement, and may be increased unilaterally by the Alliance from time to time, only through the written approval of the Alliance. Such approval may be given via email and said increased amount approved and pre-audited by the Finance Director.
9. Preaudit & Purchasing Policy Notices. Per NCGS §159-28, no contract with a local government, including The Alliance, requiring the payment of any public funds is valid unless properly pre-audited in the manner required by said statute. The Agreement must contain a Preaudit Certificate signed by the Alliance Finance Officer or the Deputy Finance Officer which shall take substantially the following form: "This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act." Failure to obtain a preaudit upon the Agreement makes the contract invalid and unenforceable per state law. Additionally, pursuant to The Alliance purchasing policies, no obligation of \$1,000 or more for any goods sold or services rendered to The Alliance is validly enforceable without a valid signed contract, or a signed Purchase Order for such goods or services. Contact the Alliance Finance Office at (704) 920-1212 with any questions or for further information related to this provision.
10. 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.
11. Non-Discrimination. During the performance of the Agreement, all parties agree not to discriminate against any employee or applicant for employment in terms of initial employment, tenure, terms of employment or otherwise because of race, color, religion, sex, national origin, political affiliation or belief, age, sexual orientation, ancestry or disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. All parties will post, when appropriate, all notices related to nondiscrimination as may be required by applicable law.
12. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgment of Federal Funding. This is an acknowledgement that federal 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, policies, procedures, and directives.

13. **Federal Uniform Guidance Requirements.** Only if this box is marked, some or all of the source of funding for the Agreement are anticipated to be federal funds, in which event, unless otherwise marked below, the following non-exclusive federal provisions shall apply pursuant to 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), and all parties hereto agree to comply with any and all such applicable provisions.

- a. Equal Employment Opportunity (41 C.F.R. Part 60);
- b. Davis-Bacon Act (40 U.S.C. §§3141-3148);
- c. Copeland "Anti-Kickback" Act (40 USC § 3145);
- d. Contract Work Hours and Safety Standards Act (40 USC §§3701-3708)
- e. Clean Air Act (42 USC §§ 7401-7671q.) and the Federal Water Pollution Control Act 33 USC §§ 1251-1387);
- f. Debarment and Suspension (2 C.F.R. Part 180);
- g. Byrd Anti-Lobbying Amendment (31 USC § 1352);
- h. Procurement of Recovered Materials (2 CFR §200.322); and
- i. Record Retention Requirements (2 CFR §200.324)

___ Only if this box is marked and initialed by the Alliance Finance Director, the Alliance has verified or determined that despite the potential use of federal funding related to the Agreement, the provisions of this paragraph DO NOT APPLY. Only in such event, the entire foregoing paragraph shall be considered void.

14. **Divestment Acts.** The Contractor hereby certifies that as of the date listed below, it is not on any of the Final Divestment Lists as created by the state Treasurer pursuant to The Sudan (Darfur) Divestment Act of 2007, as amended, The Iran Divestment Act of 2015, as amended, or the Divestment from Companies Boycotting Israel Act of 2017, as amended, respectively codified in NCGS §147-86.41 et seq., NCGS §147-86.55 et seq. and NCGS §147-86.80 et seq. Contractor shall not utilize in the performance of the contract any subcontractor that is identified on any Final Divestment List.

15. **Termination for Convenience.** Either party may move to terminate this Agreement at any time for any reason upon written notice to the other party.

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.



- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the Government-
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; *provided*, however, that the Contractor: (i) is not required to extend credit to any purchaser and; (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
 - (d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
 - (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
 - (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made



- and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:
- (1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of-
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and
 - (iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.
 - (3) The reasonable costs of settlement of the work terminated, including-
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and,
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.
- (i) The cost principles and procedures of part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted-
- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
 - (2) Any claim which the Government has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.



- (m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App.1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

Part C: OTHER GENERAL PROVISIONS.

Notwithstanding anything with the Agreement to the contrary:

1. Choice of Law, Forum & Pre-Litigation Mediation. This Agreement is made and entered into in Cabarrus County, North Carolina and shall be governed by and construed in accordance with North Carolina law. Any claim for breach or enforcement of this Agreement shall be filed in the appropriate court located in the jurisdiction of Cabarrus County, North Carolina. The parties agree in good faith to first submit any disputes to that formal process known as mediation, being that process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned to a case by Court Administration in Cabarrus County will be used as the mediator. The parties shall share the costs of mediation equally and the parties agree to mediate in good faith.
2. Construction & Headings. No rule of construction shall apply against any party as the drafter of the Agreement which is the result of arms-length negotiation between the parties. The titles/caption/headings of any and all portions of the Agreement are intended for reference purposes only, and shall not be deemed to affect the meaning or interpretation of the Agreement terms and conditions.
3. Merger. The Agreement is the entire agreement between the parties with respect to the foregoing matter and there are not other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated in the Agreement.
4. Modification. No modifications of the Agreement shall be valid unless reduced to writing and signed by all parties hereto.
5. Severability. The provisions of this Agreement are intended to be severable. Any and all provisions for this Agreement that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such



portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability or legality hereof in any other jurisdiction.

6. Signature Warranty. Any party executing the Agreement as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the state of North Carolina, and further that any such party executing the Agreement on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Agreement.
7. Additional Limitation of Scope of The Alliance Indemnification. If applicable, any indemnification given by the Alliance shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of the Alliance's own officers, officials, employees or agents only; and shall not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.
8. Waiver of Consequential/Punitive Damages. Under no circumstances whatsoever, shall any party be entitled to recover, and all parties hereby waive their right to seek, any indirect, punitive, special or consequential damages of any kind whatsoever, incurred in connection with any breach of the Agreement. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Agreement against another party, including court costs, fees, and reasonable attorneys' fees associated therewith shall be recoverable by such a prevailing party.
9. Savings Provision. The Alliance shall not be held in default of the Agreement or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within thirty (30) days written notice thereof by the party alleging such default. If the Alliance cures any default within that period, no breach of the Agreement shall be deemed to have occurred.
10. Electronic and/or Duplicate Execution & Order of Execution. The Agreement may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Agreement shall have the same force and effect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with the Alliance shall execute the Agreement first and deliver a fully signed copy thereof (preferably via electronic form) to the Alliance for its counter-execution and delivery of a fully signed copy to all parties.
11. Advertising. The Agreement and/or relationship among the parties shall not be used for any advertising purposes, including referrals or testimonials, by either party without the express written consent of the other party.

IN WITNESS WHEREOF, the parties hereby set their respective hands and seals on the dates noted below.



**CABARRUS
HEALTH
ALLIANCE**

Cabarrus Health Alliance
300 Mooresville Road
Kannapolis, NC 28081

Sharp Business Systems
4725 Entrance Drive Ste. J
Charlotte, NC 28273

Authorized
Signature:

Authorized
Signature:

Name:

Name:

Title:

Title:

Date:

Date:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Sue K. Yates
CFO, Cabarrus Health Alliance