

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

REQUEST FOR PROPOSAL (RFP)
Upholstery Services
#705-2026-0006

DATE OF ISSUE: 03/12/2026

PROPOSAL DUE DATE: 03/26/2026

***at* 3:00 PM (EST)**

Please direct all inquiries concerning this RFP to:

Monica Shelley-Henson

Contract Manager

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 180 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.

Cabarrus Health Alliance (CHA) is seeking proposals from qualified and experienced firms to provide upholstery services which may include re-upholstery and cleaning services for the various types of furniture including sectional sofas, arm chairs, chairs, stools, medical tables, and other similar non-clinical and clinical furniture.

Service provider must be able to provide a wide range of material selection and options. Commercial Grade Fabric Selection must be within Budget Fabrics (\$15-\$30/yard) and Mid-Range Fabrics (\$30-\$70) which are not discontinued or in limited supply. CHA prioritizes performance over brand-names. Service provider must have knowledge of the appropriate fabric type requirement for use in a clinical and non-clinical setting. Service provider will be expected to provide a “white” glove service of furniture pick-up, product selection and consulting, delivery, and furniture set-up. The goal is for the furniture to look “like new” upon completion. Proposals should include estimated turnaround time, options for phased completion to minimize public impact and a clear breakdown of any additional material costs. CHA currently has items which require immediate service, but a long term contract will be established for on-call service. Multiple awards may take place.

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 in the introduction of this RFP. 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.

All communications, any modifications, clarifications, amends, addendums, questions, responses, or any other matters to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP and listed in Section 2.5 of this RFP. A violation of this provision is cause for CHA to reject a Service Provider’s proposal.

No contact regarding this solicitation or project with other CHA employees is permitted and will be grounds for disqualification.

2.3 RFP SCHEDULE

Event	Responsibility	Date/Time
Non-Mandatory Pre-Proposal Meeting	CHA	3/19/2026 at 2:00 PM EST
Submit Written Questions	Vendor	03/20/2026 at 3:00 PM EST
Provide Response to Questions	CHA	03/23/2026
Submit Proposals	Vendor	03/26/2026 at 3:00 PM EST
Opening of Proposals	CHA	03/26/2026 at 3:00 PM EST <u>Cabarrus Health Alliance – Board Room</u> <u>300 Mooresville Rd.</u> <u>Kannapolis, NC 28081</u>

Contract Award	CHA	TBD
Contract Effective Date	CHA	TBD

*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.

2.4 NON-MANDATORY PRE-PROPOSAL MEETING

Microsoft Teams Non-Mandatory Meeting 3/19/2026 2:00 PM EST

<https://teams.microsoft.com/meet/25743802138746?p=b4Zj3d6FO3mmQi4RkB>

Meeting ID: 257 438 021 387 46

Passcode: pj2d3NP6

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 # 705-2026-0006: 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:

Reference	Vendor Question
RFP Section, Page Number	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 information, instruction or advice provided orally or informally by any CHA personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFP.

2.6 PROPOSAL OBJECTIVES

Provide upholstery services which may include re-upholstery and cleaning services for the various types of furniture including sectional sofas, arm chairs, chairs, stools, medical tables, and other similar non-clinical and clinical furniture.

Service provider must be able to provide a wide range of material selection and options. Service provider must have knowledge of the appropriate fabric type requirement for use in a clinical and non-clinical setting. Service provider will be expected to provide a “white” glove service of furniture pick-up, product selection and consulting, delivery, and furniture set-up. The goal is for the furniture to look “like new” upon completion. Proposals should include estimated turnaround time, options for phased completion to minimize public impact and a clear breakdown of any additional material costs. CHA currently have items which require immediate service.

2.7 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.

Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<i>RFP NUMBER: 705-2026-0006 Cabarrus Health Alliance ATTN: Monica Shelley-Henson 300 Mooresville Rd. Kannapolis, NC 28081</i>

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 two (2) 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.

2.8 PROPOSAL 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.

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

Stipulate that the proposal price will be valid for a period of 180 days.

Make the following representations and warranty in the cover letter, the falsely 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;

Assets available to meet CHA’s services requirements; and

Explain if the bidder’s organization involved in any pending litigation that may affect its ability to provide its products and services.

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 cortication and/or licenses, if applicable.

Section D: Methodology and Implementation Plan

Provide a detailed description of the approach and methodology to be used to provide and insure the services meets the needs of CHA.

Section E: References

Provide three (3) references for projects similar to this solicitation and include the following:

Company Name
Contact Name and Title
Address
Phone Number
Email Address

Section F: Price Form – Attachment C

Complete version Attachment C: Pricing

Section G: Required Forms

Submitters must include signed copies of the following documents:

Proposal Submission
Execution Pages
Attachment A: Instructions to Vendors
Attachment B1: CHA General Contract Terms and Conditions
Attachment B2: Federal Contract Terms and Conditions
Attachment C: Pricing
Attachment D: Location of Workers Utilized by Vendors
Addenda Release(s) to this RFP (form is included with addenda)

2.9 ALTERNATE PROPOSALS

No Alternative Proposals will be accepted in this solicitation.

Sub-contracting out services is not allowed.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

BAFO: Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by CHA.

CONTRACT LEAD: Representative of CHA who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to CHA and who will administer the contract for CHA.

END USER DEPARTMENT: The department or unit of CHA that receives the services procured from the Vendor.

FOB-DESTINATION: Title transfers from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.

QUALIFIED PROPOSAL: A responsive proposal submitted by a responsible Vendor.

RFP: This Request for Proposal

CHA: The Public Health Authority of Cabarrus County d.b.a. Cabarrus Health Alliance

VENDOR: The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to this Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 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.

3.2 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.

3.3 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	Criterion Weight (100-point scale)
1. Service Provider's Background and Experience	15

2. Service Provider's Staffing Experience	15
3. Services available to staff	20
4. Compliance with Submittal Requirements	20
5. Cost/Pricing	25
6. North Carolina or Federal certified small business, minority owned business, and/or woman owned business.	5

4.0 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.

4.1 MINIMUM QUALIFICATION REQUIREMENTS

Qualified and competent proposers shall be regularly and continuously engaged in the business of providing satisfactory upholstery services for accounts similar in size and scope to the CHA, for at least five (5) years. Experience must be demonstrated by references provided by Proposer at the time of proposal submission.

4.2 CONTRACT TERM

Cabarrus Health Alliance (CHA) seeks to have a long-term partnership with a qualified and experienced firm to provide upholstery services. Multiple awards may take place.

This contract shall be binding on both parties for a one (1) year period plus three (3) optional renewal periods.

CHA shall give the Vendor written notice of its intent to renew no less than ninety (90) calendar days prior to the expiration and if the CHA elects to renew, the terms of said renewal shall be specified in writing as part of the written notice.

Vendor shall respond within thirty (30) calendar days of this notice with any exceptions or changes to the original contract terms. The exceptions shall be negotiated between CHA and the Vendor during the remaining sixty (60) calendar days of the notice period. If there are no exceptions taken or, upon mutual contract of the parties concerning renewal terms, the Vendor shall sign the renewal notice and send it back to CHA. The total term of this contract, including all renewals, shall not exceed three (4) years.

4.3 PRICING

The pricing attached to be used as a reference for the services. Once awarded, Service Provider will be able to provide a quote to complete the job and negotiations may take place.

The actual specific quoted 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.

There is currently not a budget or cost estimate associated with this RFP

4.5 INVOICES

Invoices must be submitted to the following email address:

AccountsPayable@CabarrusHealth.org

Invoices should bear the Purchase Order Number and Contract Number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.

4.6 DELIVERABLES

The awarded vendor will at a minimum provide the following:

1. All services listed in the scope of services and contract.

4.7 PERFORMANCE EVALUATION

The services provided may be evaluated during the term of the contract in the following areas:

1. Fulfillment of Scope of Services

2. Attainment of goals including:

provide good customer service;

provide before and after pictures;

provide consulting services to assist end-user in choosing the fabrics that balance cost, durability, and look;

provide a variety of in-door fabric suitable for clinical and non-clinical settings;

provide evaluation of product and provide documented feedback of product condition, repair cost, and timeline;

provide excellent craftsmanship, sewing, cleaning services;

provide timely turn-around time of product;

provide a variety of furniture repair and cleaning services; and

provide “white glove” pick-up, delivery, and placement services.

5.0 SPECIFICATIONS & SCOPE OF WORK

Cabarrus Health Alliance (CHA) seeks to have a long-term partnership with a qualified and experienced firm to provide upholstery services which may include re-upholstery and cleaning services for the various types of furniture including sectional sofas, arm chairs, chairs, stools, medical tables, and other similar non-clinical and clinical furniture.

Service provider must be able to provide a wide range of material selection and options. Service provider must have knowledge of the appropriate fabric type requirement for use in a clinical and non-clinical setting. Service provider will be expected to provide a “white” glove service of furniture pick-up, product selection and consulting, delivery, and furniture set-up. The goal is for the furniture to look “like new” upon completion. Proposals should include estimated turnaround time, options for phased completion to minimize public impact and a clear breakdown of any additional material costs.

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.
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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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:

One or more of the following insurance limits may be required if it is applicable to the project. CHA reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the CHA's Contracting Officer.

- A. **WORKERS' COMPENSATION**
Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:
 - \$500,000 USD Each Accident
 - \$500,000 USD Disease - Each Employee
 - \$500,000 USD Disease - Policy Limit

- B. **COMMERCIAL GENERAL LIABILITY**
(for any agreement unless otherwise waived by the Risk Manager) Covering Ongoing and Completed Operations involved in this Agreement.
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal and Advertising Injury Limit

- C. **COMMERCIAL AUTOMOBILE LIABILITY**
(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)
 - \$1,000,000 Combined Single Limit - Any Auto

Additional Insurance REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

CHA, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

- C. Contractor shall have no right of recovery or subrogation against CHA (including its officers, agents and employees).

- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

- E. CHA shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify CHA's Contracting Officer within two (2) days of the cancellation or substantive change of any insurance policy set out herein. CHA, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

- G. The Certificate of Insurance should note in the Description of Operations the following:
Department: _____
Contract #: _____
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend CHA for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
Cabarrus Health Alliance
Attention: Contracting Officer
300 Mooresville Road
Kannapolis, NC 28081
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Cabarrus Health Alliance, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same

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 "Nonprocurement 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 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 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.

ATTACHMENT C: PRICING

Please provide your fee schedule range:

CHA understands that the upholstery services is a craft service verses a commodity. Therefore we are asking for you to provide a pricing or a range of pricing for us to better understand the cost associated with the service(s) we are requesting.

Once the contract is awarded – quotes will be obtained by the

Description	Unit of Measure	Price or Range of Price	Notes
Structural Repairs Description			
Spring re-tie or replacement	Price per each	\$	
Frame reinforcement/joint repair	Price range		
Replacement of webbing or support straps	Price range		
Design Complexity, Tufting and Cushions			
Tufting (buttons or channels)	Price per each	\$	
Attached back cushions	Price per each		
Curved arms or backs	Price Range		
Labor			
Hourly		Includes:	
Flat Rate		Includes:	
Delivery Services			
Pick-up			
Delivery			
Cost Plus on Materials			
Cost Plus Percentage			

Cleaning Services			
Hourly		Includes:	
Flat Rate		Includes:	
Time Line: Please explain what the average turn around time is for a services to be completed. Please indicate what potential hurdles may delay services to be completed and what is your protocol for notifying the end-user.			

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:**