

STATE OF NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES Division of State Operated Healthcare Facilities	INVITATION FOR BIDS NO. 38-25050	
	Offers will be publicly opened: May 16, 2025	
	Issue Date: March 24, 2025	
Refer <u>ALL</u> inquiries regarding this IFB to the Procurement Lead through the Message Board in the Sourcing Tool. See Section 2.3 for details: Rhonda Braatz, Procurement Officer Rhonda.braatz@dhhs.nc.gov 919-947-7466	Commodity Number: 921217	
	Description: Security Systems Services	
	Using Agency: Cherry Hospital	
	Requisition No.: RQ170207	

OFFER AND ACCEPTANCE

The State seeks offers for the goods, software, and/or services described in this solicitation. The State's acceptance of any offer must be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) Best and Final Offers, if any, (2) special terms and conditions specific to this IFB, (3) specifications, (4) Department of Information Technology Terms and Conditions of this IFB, and (5) the agreed portions of the awarded Vendor's offer. **No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.**

EXECUTION

In compliance with this Invitation for Bid, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for one-hundred and twenty (120) days from date of offer opening unless otherwise stated here: _____ days

ACCEPTANCE OF OFFER

If any or all parts of this IFB are accepted, an authorized representative of Division of State Operated Healthcare Facilities shall affix their signature hereto. A copy of this acceptance will be forwarded to the successful vendor(s).

FOR STATE USE ONLY

Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification,

by _____ (Authorized representative of Cherry Hospital).

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1.0 INTENT, USE, DURATION AND SCOPE

The purpose of this Invitation for Bid is to obtain pricing and procure maintenance services for the Integrated Security System, comprised of access control devices, door operator controls, closed circuit cameras, 24/7 emergency poles and related hardware for Cherry Hospital (“Hospital”). Goods and Services will be provided in accordance with the terms and conditions of this IFB.

2.0 GENERAL INFORMATION

2.1 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	March 24, 2025
Hold Urged and Cautioned Site Visit	State	April 14, 2025, 10:00am
Submit Written Questions	Vendor	April 16, 2025, 5:00pm ET
Provide Response to Questions	State	April 22, 2025, 5:00pm ET
Submit Bids	Vendor	May 16, 2025, 2:30pm ET
Contract Award	State	May 30, 2025

2.2 URGED AND CAUTIONED SITE VISIT

Due Date: April 14, 2025
 Time: 10:00 am Eastern Time
 Location: Identified below

Instructions: Prospective Vendors and/or Vendor representatives are URGED and CAUTIONED to visit the site of the project and apprise themselves of all conditions which will affect the performance of the work required or reasonable implied by this IFB. A non-mandatory site visit is scheduled for April 14, 2025, at 10:00 am Eastern Time at Cherry Hospital, 1401 West Ash Street, Goldsboro, North Carolina, 27530, Executive Conference Room 3HS01. All attendees must sign in. This opportunity to visit the site may not be rescheduled unless so authorized by addendum to this IFB. Submission of an offer shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting this performance of the work called for in this IFB.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered a part of this offer.

2.3. VENDOR QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any

such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter “IFB # 38-25050: Questions” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely only on written material contained in the IFB and an addendum to this IFB.

2.4. **ADDENDA**

The State may issue addenda if Vendor questions are permitted as described above, or if additional terms, specifications, or other changes are necessary for this procurement. It is important that all Vendors bidding on this IFB periodically check the NC eVP for any and all Addenda that may be issued prior to the offer opening date. All addenda shall become an Addendum to this IFB.

2.5. **OFFER SUBMITTAL**

Due Date: May 16, 2025
Time: 2:30 p.m. Eastern Time

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 276 282 313 916

Passcode: 6jL2eM3V

Dial in by phone

[+1 984-204-1487,,210386342#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 210 386 342#

Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 118 794 200 1

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

IMPORTANT NOTE: This is a requirement Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. **Vendor must include all the pages of this solicitation in their response in one PDF.** Failure to

submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

5. Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.

Offer Submission Details:

Sealed offers, subject to the conditions made a part hereof, will be received until 2:00pm Eastern Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Offers must be submitted with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification.

Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

a) All File names should start with the vendor's name first, in order to easily determine all the files to be included as part of the vendor's response. For example, files should be named as follows: Vendor Name-your file name.

b) File contents **SHALL NOT** be password protected, the file formats must be in .PDF, .jpeg, or .png format, and shall be capable of being copied to other sources.

c) If the vendor's proposal contains any confidential (as defined in section 7.0 Department of Information Technology Terms and Conditions, Paragraph #18), is included in the bid, then the vendor must also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential. If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.6. BASIS FOR REJECTION

Pursuant to 9 NCAC 06B.0401, the State 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 specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or 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 the State. Vendor contact regarding this IFB with anyone other than Rhonda Braatz may be grounds for rejection of said Vendor's offer.

2.7. LATE OFFERS

Regardless of cause, late offers will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late offers will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

2.8. NON-RESPONSIVE OFFERS

Vendor offers will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:

- "This offer does not constitute a binding offer",
- "This offer will be valid only if this offer is selected as a finalist or in the competitive range",
- "Vendor does not commit or bind itself to any terms and conditions by this submission",
- "This document and all associated documents are non-binding and shall be used for discussion purposes only",
- "This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or
- A statement of similar intent.

2.9. NOTICE TO VENDORS

The State objects to and will not be required to evaluate or consider any additional terms and conditions not previously agreed to by the State and submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Offeror's response. By execution and delivery of this Invitation for Bids and response(s), the Offeror

agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

2.10. E-PROCUREMENT SOLICITATION

This is an E-Procurement solicitation. See Paragraph #47 of the attached Department of Information Technology Terms and Conditions.

2.11. DISTRIBUTORS AND RESELLERS -RESERVED

2.12. POSSESSION AND REVIEW

During the evaluation period and prior to award, possession of the bids and accompanying information is limited to personnel of the issuing agency, and to the committee responsible for participating in the evaluation. Vendors who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

After award of contract the complete bid file will be available to any interested persons with the exception of trade secrets, test information or similar proprietary information as provided by statute and rule. Any proprietary or confidential information, which conforms to exclusions from public records as provided by N.C.G.S. §132-1.2 **must be clearly marked as such in the offer when submitted.**

2.13. BEST AND FINAL OFFERS (BAFO)

The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendor(s) within this range; e.g. "Finalist Vendor(s)". If negotiations or subsequent offers are solicited, the Vendor(s) shall provide BAFO(s) in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State will evaluate BAFO(s), oral presentations, and product demonstrations as part of the Vendors' respective offers to determine the final rankings.

2.14. AWARD

It is the general intent to award this contract to one Vendor. As provided by statute, award will be based on Best Value Analysis, Lowest Price Technically Acceptable Source Selection Method in accordance with N.C.G.S. §143B-1350(h), which provides that the offer must be in substantial conformity with the specifications herein, and 09 NCAC 06B.0302.

A link to the NC Electronic Vendor Portal (eVP) allows the public to retrieve contract award information electronically from the web site: <https://evp.nc.gov/> Results may be found by searching by IFB number or agency name. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

2.15. POINTS OF CONTACT

Contact by the Offeror with the persons shown below for contractual and technical matters related to this IFB is only permitted if expressly agreed to by the purchasing lead named on page 5, or upon award of contract:

Vendor Contractual Point of Contact	Vendor Technical Point of Contact
Vendor Name: ADDRESS:	Vendor Name: ADDRESS:

Assigned Contract Manager	Assigned Contract Manager
Email:	Email:
Phone number:	Phone number:

3.0 SPECIFICATIONS

3.1. VENDOR STANDARD AGREEMENT(S)

The terms and conditions of Vendor’s standard services, license, maintenance or other agreement(s) applicable to Services, Goods, Software and other Products acquired under this Agreement may apply to the extent such terms and conditions do not materially change the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Vendor’s standard agreement(s), the terms and conditions of this Agreement relating to audit and records, jurisdiction, choice of law, the State’s electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the DIT Terms and Conditions herein shall apply in all cases and supersede any provisions contained in Vendor’s relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns; nor arbitrate any dispute, nor pay late fees, legal fees or other similar costs.

3.2. VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.

In accordance with N.C.G.S. §143B-1361(b), Vendor must detail in the IFB response, the manner in which it intends to utilize resources or workers located outside the U.S. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor’s offer. The Vendor shall provide the following for any offer or actual utilization or contract performance:

- a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States.
- b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors.
- c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing Services under a state contract outside of the United States.
- d) Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided.

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

If Vendor answered “YES” above, Complete ATTACHMENT E: LOCATION OF WORKERS, list the location(s) outside the United States where work under this contract will be performed by Vendor, any sub-contractors, employees, or other persons performing work under the contract.

3.3. E-VERIFY

Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Any awarded Vendor must submit

a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

3.4. PRODUCT MAKE AND MODEL

Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturer will be considered. However, Vendors are cautioned that any deviation from specifications must be pointed out in its offer.

3.5. DESCRIPTIVE LITERATURE- RESERVED

3.6. SECURITY SPECIFICATIONS

3.6.1 SOLUTIONS HOSTED ON STATE INFRASTRUCTURE

Vendors should provide a completed Vendor Readiness Assessment Report State Hosted Solutions ("VRAR") at offer submission. This report is located at the following website:

<https://it.nc.gov/documents/vendor-readiness-assessment-report>

The Integrated Security System Maintenance Services will be required to receive and securely manage data that is classified as **High Risk Data as defined by the Statewide data classification and handling policy**. Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding this data classification. The policy is located at the following website:

<https://it.nc.gov/document/statewide-data-classification-and-handling-policy>

To comply with the State's Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls.

3.7. ENTERPRISE ARCHITECTURE SPECIFICATIONS- RESERVED

3.8. PRODUCT RECALL

Vendor assumes full responsibility for prompt notification of both the contract administrator and purchaser of any product recall in accordance with the applicable state and federal regulations.

3.9. WARRANTY -RESERVED

3.10. MAINTENANCE- RESERVED

3.11. CONTRACT TERM

A contract awarded pursuant to this IFB shall have an effective date as provided in the Notice of Award. The term shall be one (1) year and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend this contract for two (2) additional one (1) year periods at its sole discretion.

3.12. DELIVERY

Successful Vendor will be able to commence this contract within thirty (30) consecutive calendar days after receipt of purchase order to the following location(s): All labor to be performed at Cherry Hospital.

3.13 SPECIFICATIONS-SCOPE OF WORK

The successful Vendor shall be required to provide maintenance and repair services twenty-four (24) hours, seven (7) days, 365 days a year to the existing software and components that comprise the Integrated Security Systems at Cherry Hospital. Vendor will provide the necessary man hours of labor, per month, to complete the preventive maintenance service program, as specified in this

IFB, including all labor, tools, transportation, materials, parts, and equipment. The preventive maintenance program shall include, but is not limited to; inspections, adjustments, repairs, replacement of components. As well as perform regular and emergency call backs as necessary to correct systems and maintain all Integrated Security System equipment in a safe and efficient operating condition that is satisfactory to the State.

Awarded Vendor will be certified in Software House, an enterprise suite, that manages our video camera and Access Control system for the facility. Vendors Response: YES NO

Vendor is responsible for ensuring all equipment that is part of the Integrated Security System operating on an embedded/internal Operating System or firmware and BIOS is upgraded to the manufacturers recommended version. This includes but is not limited to; network switches, Storage Area Network (SAN), Cameras, Access Control panels, server hardware and Internet Protocol (IP) phones. Vendor will apply all critical security patches and updates upon manufacturers release.

All installed equipment is owned by Cherry Hospital. These components and equipment are listed in **Attachment A**. No additional charges other than the fixed cost(s) specified in the proposed cost summary shall be accepted. Any new part(s) required during the term of this maintenance contract will be provided by Cherry Hospital and are not a part of this IFB.

Preventative maintenance or tests are to be completed on-site and performed during the normal business hours of 7:30AM – 4:00PM, Monday through Friday, with the exception of State Observed Holidays.

Vendor is required, as part of this contract, to respond within two (2) hours to all service requests, during normal business hours. Call-back support services will be provided 24 hours per day, 7 days a week, 365 days per year. After-hours call back services will be requested for the following situations: Door Safety and Security; Exterior, Spine or Unit doors not closing, locking or opening. Catastrophic system failure; cameras, network, access controls.

The Vendor will have a staffing level that allows for, at a minimum, a primary and a secondary service technician to provide on-going maintenance and repairs to the Integrated Security System. All regular supervisory and maintenance personnel involved on the performance of this contract shall be directly employed by and supervised by the Contractor. No subcontracting of any of the work to be done under this contract is to be made without specific, prior written approval by the State.

Vendor should upload to the Sourcing Tool at least three (3) references, using ATTACHMENT D: CUSTOMER REFERENCE FORM, for which it has provided services of similar size and scope to those proposed herein. The State may contact these users to determine whether the services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory.

Any personnel or agent of Vendor performing services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

Vendor staff will be required to complete a short orientation with Facility Staff Development office where they will receive HIPPA training. During the orientation they will sign training documentation along with the Hospitals confidentiality form. Training records for vendor staff are maintained with

the Hospital IT department. Vendor staff will receive HIPPA training annually on the same schedule as all facility staff.

Vendor shall comply with DHHS Environmental, Health and Safety Handbook for Contractors and all Facility Safety Policies and Procedures. Vendor will be required to sign in their submitted offer **ATTACHMENT K: DHHS CONTRACTOR'S HANDBOOK ACKNOWLEDGEMENT**.

Vendor shall comply with DHHS Privacy and Security Office Terms. **Vendor is required to sign** in their submitted offer **ATTACHMENT C**.

Vendor shall complete, sign and return in their submitted offer **ATTACHMENT G: STATE CERTIFICATIONS**.

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by **completing and submitting with their offer ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION**. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

Agency may require workers who enter their facilities to provide proof of vaccination or an approved exemption. In addition, the Agency may require Face Coverings and other infection prevention control measures when indicated to protect the health and safety of staff and patients. Each Vendor shall certify its acknowledgement and intent to comply with the Division of State Operated Healthcare Facilities (DSOHF) Policy on *Required Vaccination for Division of State Operated Healthcare Facilities (DSOHF) Employees and Others Who work in DSOHF Facilities*, provided in **ATTACHMENT J**, by completing and submitting with their offer **ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY** The State reserves the right to publish notice in future if the policy is no longer effective and does not apply.

TASKS AND DELIVERABLES

Vendors Responsibilities:

1. On-Site Service Technician

Provide both a primary and secondary service technician for maintenance of the Hospital Integrated Security Systems. Technician(s) will be highly skilled; highly skilled will be defined as an individual having the mechanical ability to review/repair door hardware, the technical ability to troubleshoot various Security Systems quickly, the IT capabilities to troubleshoot a network, program switches, servers, workstation and software related to the goods and services purchased in this Contract, the

ability to work efficiently within a hospital environment in an organized manner, and the ability to be discrete and maintain patient confidentiality.

Any changes in the primary or secondary service technician will require prior approval from Hospital management. The Vendor will provide the Hospital with current, up-to-date telephone numbers (work and cell phone) for the primary and backup service technician(s). Alternative emergency contact information is also needed in case neither the primary or secondary service technician can be reached.

Technicians will be responsible for completing routine preventative maintenance, repairing or replacing components, and programming and troubleshooting networked components to ensure functionality of the Security System 99.9 % of the time throughout the length of the contract.

Technicians will collaborate with Hospital staff to develop, and maintain an inventory of "shelf stock" of spare parts to be stored on location based on the equipment listed in ATTACHMENT A. List of Integrated Security System Equipment. Inventory will include critical components necessary to maintain the proper function of access controls on door operators, cameras, badge swipe sensors, 24-hour blue light stands, and the network in which the components operate.

2. Call-Back Services

In the event a component fails to function properly, shutdown or an emergency develops between routine maintenance. Contractor shall provide emergency call-back and repair service seven (7) days a week, twenty-four (24) hours a day for the duration of the contract period, at no additional cost above the contract price. On-Call Technician will acknowledge service requests by contacting the Hospital to negotiate an arrival time with-in two (2) hours from the time the hospital places a service call.

Under no circumstances will any travel time or mileage expenses be paid by this agency under this contract. **Overtime emergency call back service is included in this contract at no additional cost to this agency.**

3. Break Fix Repair or Replacement of Integrated Security System Equipment

The Vendor will maintain the Integrated Security System, in optimal operating condition by repairing, replacing, and programming existing components that may break, become defective, inoperable, or impair the effectiveness of the system as needed through normal operation, including normal wear and tear due to aging.

Repairs are expected to be completed with stock inventory parts within twenty-four (24) hours. The time is measured from the moment the inoperable, or impaired component is reported to the Contractor until the System is restored and returned to operational use.

4. Software

Major software upgrades and patches to critical systems will be coordinated with the Hospital. Vendor will apply all critical security patches upon manufactures release and cumulative patches at a minimum on a monthly basis. This includes Software House, CCURE, Marathon, as well as firmware upgrades on the SANs and iStar Panels, Everrun, Video Edge and all Microsoft products required to operate the Integrated Security System.

The State will purchase all software and Microsoft products. Contractor will be responsible to install annual and interim software version upgrades/patches for all Microsoft products required to operate

the access control and video surveillance system installed at the Hospital based on the Vendor's best practices. This includes, but is not limited to, Windows Server, MSSQL and Microsoft Hyper-V components.

Upon written request of the Cherry Hospital IT Director, the Vendor will install the latest version upgrades and patches to and provide support for Marathon (two (2) servers), CCURE 9000 (1 VM + 8 workstations), Video Edge (12 servers) firmware upgrade on the SANs (2 storage controllers) and Firmware upgrades on iStar Panels (300 + - panels).

Hospital will purchase all necessary software and licenses; Contractor will provide written verification to the Cherry Hospital IT Director of the installed upgrades and license renewals have been completed.

Software used to operate the Security System will not be changed without the written consent of the State.

5. Reporting Requirements

Provide Performance Management reports to the designated contract Lead of Cherry Hospital no less than monthly, by the fifth (5th) of each month. This report shall include at a minimum: A log of equipment serviced, repaired or replaced; information on the work accomplished during the reporting period, problems, real or anticipated; and notification of any significant deviation from previously agreed upon work plans, and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Word or Power Point, supplemented with Excel if needed.

6. Materials/Stock Inventory

The Vendor will provide a list of recommended spare parts for all Integrated Security System Equipment covered under this IFB. The full list of installed equipment is located in ATTACHMENT A and includes, but is not limited to, access controls and door operators for door functionality, CCTV cameras, parking lot- blue light 24-hour emergency stations, Uninterrupted Power Supply (UPS) batteries, fuses, switches, badge swipe sensors.

The Vendor will identify and maintain a replacement parts inventory on-site at the Hospital to ensure a quick repair time to the proper operation of critical components of the Integrated Security System. Critical replacement parts shall be defined as all internal components and other equipment whose failure would adversely compromise the safety of patients and staff at the Hospital. The Hospital will provide the Vendor a locked area to store replacement parts. Vendor is responsible for of the security of the parts area and will be held liable if parts go missing.

7. Preventative Maintenance

The Vendor will provide preventative maintenance no less than quarterly to the Integrated Security System Equipment and Software in accordance with the procedures and methodology outlined in ATTACHMENT B: Preventative Maintenance, Access Control/CCTV/ ICOM Operational Test Plan. Exterior, Spine and Unit entrance doors will be tested no less than monthly.

8. Training

The Vendor agrees to provide no less than eight (8) hours twice per year, system functionality training on the use of the system. Training is to include how to retrieve videos, storage of videos and how to run system reports. Training may be more frequent, at and upon receiving a written request from the Cherry Hospital IT manager. Training may be onsite or virtual and scheduled at mutually agreed-upon times to ensure the Hospital's needs are adequately met.

9. Safety Procedures

All Vendor employees will follow the Hospital's established safety guidelines and procedures and security and privacy policies/standards. Safety training will be provided by the Hospital for each Vendor employee providing maintenance and call-back services. Any Vendor employee that has not received prior training from Cherry Hospital staff must be accompanied by a Hospital employee at all times when providing maintenance or call-back services ("Partner Protocol"). It is the Hospital's expectation that the Partner Protocol would only be used in emergency situations when the on-site service technician or its trained backup(s) are not available and the repair, replacement, or upgrade cannot wait until a trained on-site service technician is available.

10. Privacy and Security

The Vendor's employees will have access to confidential patient data and will have limited to no direct access to patients, unless it is necessary to repair or replace Integrated Security System Equipment located in a patient area. Any Vendor employees or on-site technician(s) that come on-site to the Hospital will be required to sign a Confidentiality Statement prior to beginning work on-site.

Due to the nature of data and information captured through the Integrated Security System, the Vendor will read, sign and submit with their offer, the North Carolina Department of Health and Human Services Business Associate Agreement, located as **ATTACHMENT H: BUSINESS ASSOCIATE AGREEMENT.**

11. Invoices

Vendor shall invoice the Purchasing Agency on a monthly basis for routine maintenance work. Pricing for services provided under this contract are exclusive of any travel expenses that may be incurred in the performance of the services outlined in the scope of work. The standard format for invoicing shall be Single invoices, meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order no less than monthly. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

- a) Vendor's Billing Address
- b) Customer Account Number
- c) Purchase order number
- d) Order or Service Date
- e) Manufacturer part numbers
- f) Vendor part numbers

- g) Item Descriptions
- h) Description of work performed
- i) Price, quantity and unit of measure (e.g., hour) for invoiced work.

Invoices will be submitted to the bill to address on the Purchase Order issued as a result of this contract.

Cherry Hospital Responsibilities:

Provide the Technician(s) a workspace in the Hospital in an area away from direct patient contact with computer access to submit requests for materials and to verify camera functionality.

The Hospital will grant the service technician remote access to the Integrated Security System Equipment and Software for diagnosis and repair under the terms of this IFB, remote camera viewing shall not be permissible.

To ensure a quick repair time to the proper operation of critical components of the Integrated Security System, Hospital will purchase replacement parts as identified by the Vendors recommended replacement parts list. Parts will be stored in a secure space the vendor has access to. Hospital will also purchase replacement system components that have been discontinued, no longer supported by the manufacturer or have become obsolete. Critical replacement parts are defined as all internal components and other equipment whose failure would adversely compromise the safety of patients and staff at the Hospital.

Cherry reserves the right to amend the list of Integrated Security System Equipment and Software at its discretion.

Provide the latest version upgrades/patches for all Microsoft products required to operate the access control and video surveillance system. This includes, , Windows Server, MSSQL and Microsoft Hyper-V components.

Will purchase and maintain the licenses for, and written Vendor verification of, the upgrades or patches to Software House, CCURE, Video Ede, Marathon, and firmware upgrades on the SANs and iStar Panels to document that the upgrades and license renewals have occurred.

Will purchase all other software, software license, hardware, parts, and/or maintenance agreements required to the operation and/or maintenance of system and equipment.

Will be responsible, during the term of the Contract, for ensuring that all licenses are used according to the End User Agreement.

4.0 FURNISH AND DELIVER

YEAR 1

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	Year 1
1	12	Month	Maintenance Services for the Integrated Security System Equipment in accordance with the Specifications identified in Section 3.13 of this IFB.	\$ _____	\$ _____

OPTIONAL YEAR 2

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	Year 2
1	12	Month	Maintenance Services for the Integrated Security System Equipment in accordance with the Specifications identified in Section 3.13 of this IFB.	\$ _____	\$ _____

OPTIONAL YEAR 3

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	Year 3
1	12	Month	Maintenance Services for the Integrated Security System Equipment in accordance with the Specifications identified in Section 3.13 of this IFB.	\$ _____	\$ _____

Total Price Year 1: \$ _____

Total Price Year 2, Optional: \$ _____

Total Price Year 3, Optional: \$ _____

Total 3-Year price if optional Year 2 and 3 are opted: \$ _____

5.0 **ADDITIONAL INFORMATION**

5.1. **HISTORICALLY UNDERUTILIZED BUSINESSES**

“Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.” <http://ncadmin.nc.gov/businesses/hub>

Pursuant to N.C.G.S. §§143B-1361(a), 143-48 and 143-128.4, the State 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. This includes utilizing subcontractors to perform the required functions in this IFB.

Is Vendor a Historically Underutilized Business? YES NO If “YES”, specify classification.

5.2. **RECYCLED CONTENT-RESERVED**

5.3. **ENERGY STAR PRODUCTS-RESERVED**

6.0 **DEPARTMENT OF INFORMATION TECHNOLOGY 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 comply with all requirements specified herein.
- 2) **DEFINITIONS:**
 - **HOSPITAL:** Cherry Hospital in the NC Department of Health and Human Services, Division of State Operated Healthcare Facilities.
 - **NCDIT:** The North Carolina Department of Information Technology, formerly Office of Information Technology Services
 - **NCDIT CONVENIENCE CONTRACT:** A contract that is used for the procurement of IT goods or Services. These contracts are in place for the convenience of the state and use of them is optional.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
 - **TERM CONTRACT:** A contract in which a source of supply is established for a specified period of time for specified Services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price
 - **THE STATE:** Is the state of North Carolina and its agencies.
 - **VENDOR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
- 3) **PROMPT PAYMENT DISCOUNTS:** Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
- 4) **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this IFB, each Vendor must submit with their offer sketches, descriptive literature and/or complete specifications covering the products offered. **Only information that is received in response to this IFB will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not satisfy this provision. Offers, which do not comply with these requirements, will be subject to rejection.
- 5) **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to

purchase items, which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the relevant purchasers in the State those products or packaging they offer which have recycled content and that are recyclable.

- 6) **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from NCDIT. The Vendor is cautioned that the requirements of this IFB can be altered only by written addendum and that verbal communications from whatever source are of no effect.
- 7) **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all offers, to waive any informality in offers and, unless otherwise specified by the Vendor, to accept any item in the offer. 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.
- 8) **AWARD OF CONTRACT:** Responsive offers will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by N.C.G.S. §143-135.9, and in accordance with N.C.G.S. §143B-1350(h), which provides that the offer must be in substantial conformity with the specifications herein, and 09 NCAC 06B.0302. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item offer. In addition, on agency specific or term contracts, NCDIT reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by NCDIT to be pertinent or peculiar to the purchase in question.
- 9) **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the Vendor's expense. Written request for the return of samples must be made within 10 days following date of offer opening. Otherwise the samples will become the property of the State. Each individual sample must be labeled with the Vendor's name, offer number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
- 10) **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
- 11) **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation that is over \$25,000 they must submit a written request to the issuing agency at the address given in this document. This request must be received in this office within fifteen (15) calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. IFB status and Award notices are posted on at <https://evp.nc.gov/>. **All protests will be governed by NCAC Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**
- 12) **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the NC Electronic Vendor Portal (eVP) at the following web site: <https://evp.nc.gov/>
- 13) **DIGITAL IMAGING:** The State will digitize the Vendor's response if not received electronically, and any awarded contract together with associated contract documents. This electronic copy shall be a preservation record and serve as the official record of this solicitation with the same force and effect

as the original written documents comprising such record. Any printout or other output readable by sight shown to reflect such record accurately is an "original."

7.0 DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS

- 1) **DEFINITIONS:** As used herein;
 - a) Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State in Paragraphs 7 and 8, and included in Paragraph 29 c) of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.
 - b) Purchasing State Agency or Agency shall mean the Agency purchasing the goods or Services.
 - c) Services shall mean the duties and obligations accepted by the Vendor to carry out the requirements, and meet the specifications, of this procurement.
 - d) State shall mean the State of North Carolina, the Department of Information Technology as an Agency or in its capacity as the Award Authority.
- 2) **STANDARDS:** Manufactured items and/or fabricated assemblies comprising Deliverables shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution, if applicable. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender to the State only those Deliverables that have been inspected and found to conform to the requirements of this Contract. All manufactured items and/or fabricated assemblies comprising Deliverables are subject to operation, certification or inspection, and accessibility requirements as required:
 - by State or federal Regulation,
 - by the Chief Information Officer's (CIO) policy or regulation, or
 - acceptance with appropriate standards of operations or uses of said Deliverables as may be shown by identification markings or other means of the appropriate certifying standards organization.
 - a) **Site Preparation:** Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed shall operate properly and efficiently within the site environment. The Vendor shall advise the State of any site requirements for any Deliverables required by the State's specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.
 - b) **Goods Return:** Deliverables and any other goods or materials furnished by the Vendor to fulfill technical requirements shall be in good working order and be maintained in good working order by Vendor for the duration of the Contract; unless otherwise provided in a separate maintenance agreement or in the Solicitation Documents. Deliverables failing to meet the State's technical requirements shall be considered non-conforming goods and subject to return to the Vendor for replacement at the State's option, and at the Vendor's expense. The State is responsible for the return costs related to the termination of a Contract, including deinstallation, and freight to destinations within the Continental United States; except in the case of default by the Vendor or delivery of non-conforming goods by Vendor. Shipping or freight charges, if any, paid by the State for non-conforming goods will be reimbursed to the State.
 - c) **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute products, goods or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such

alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

- 3) **WARRANTIES:** Vendor shall assign all applicable third party warranties for Deliverables to the Purchasing State Agency.
- 4) **PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Agency Contract Administrator. Any desired substitution shall be noticed to the Agency's Contract Administrator accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract Services provided by such personnel.
 - a) Vendor personnel shall perform their duties on the premises of the State, during the State's regular workdays and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
 - b) This Contract shall not prevent Vendor or any of its personnel supplied under this Contract from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications or any amendments to this Contract, or
 - ii) Such use does not conflict with any procurement law, regulation or policy, or
 - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.
- 5) **SUBCONTRACTING:** The Vendor may subcontract the performance of required Services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.
- 6) **VENDOR'S REPRESENTATION:** Vendor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor will serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
 - a) **Intellectual Property.** Vendor has the right to provide the Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor represents that its Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

- b) **Inherent Services.** If any Services, Deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Service and Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
 - c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.
 - d) **Warranty as to Equipment; Hardware.** Vendor warrants that the equipment and hardware that it provides pursuant to this Contract shall be free from defects in materials, in good working order and be maintained in good working order.
- 7) **SOFTWARE LICENSE** (*for internal embedded software, firmware and unless otherwise provided in the State's solicitation document, or in an attachment hereto*): Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as floppy diskettes or CD-ROM, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of the equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.
- 8) **MAINTENANCE/SUPPORT SERVICES:** **Unless otherwise mutually provided herein,** for the first year after the expiration of any warranty coverage (and for all subsequent Contract years, for which Support is purchased), Vendor agrees to provide the following Support Services for the Hardware and any Software provided with the Deliverables for any years in which the applicable support fees are paid, which may be more particularly described, e.g., under part numbers, in the Furnish & Deliver Table, above:
- HARDWARE/EQUIPMENT:**
- a) **Basic Services.** The Vendor will provide at least normal and usual Hardware support and maintenance Services generally provided to customers in a similar program, position or setting consistent with and subject to the payment of the support and maintenance fees agreed upon in

this Contract, all as indicated by part numbers in the Furnish and Deliver Table, above. The Vendor warrants to the State that all items furnished will be new (unless otherwise requested in this IFB), of good material and workmanship, and agrees to repair or replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of State's negligence or accident for one year from date of installation. Such repair or replacement shall include any transportation costs free of any charge to the State. This statement is not intended to limit any additional coverage, which may normally be associated with a product, such as any "hot switch" or similar replacement warranty program applicable as indicated by the Vendor's support description in the Furnish & Deliver Table, above. Any available warranties applicable to replacement Hardware equipment or parts will be passed on to the using agency.

- b) **Telephone Assistance.** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Support problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Standard Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four hours, for calls made at any time.

SOFTWARE:

- a) **Error Correction.** Upon notice by State of a problem with the Software (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. The State shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in the Program. Vendor and the State shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance Services under this Paragraph.
- b) Vendor shall notify the State of any material errors or defects in the Deliverables known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results. Vendor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
- c) **Updates.** Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Changes") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Changes shall become a part of the Software and Documentation and, as such, will be governed by the provisions of this Contract.
- d) **Telephone Assistance.** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Standard Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four hours, for calls made at any time.

- 9) **TRAVEL EXPENSES: All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed.** In the event that the Vendor may be eligible to be reimbursed for travel expenses arising under the performance of this Contract, reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under this Contract.

- 10) **GOVERNMENTAL RESTRICTIONS:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the

necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate this Contract and compensate Vendor for sums due under the Contract.

- 11) PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 09 NCAC 06B.1206, or other provision of law.
- 12) AVAILABILITY OF FUNDS:** Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is expressly contingent upon the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under this Contract, terminate any Services supplied to the Agency under this Contract, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.
- 13) PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of the Deliverables, whichever is later; unless a period of more than 30 days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Contract. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et. seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than 30 days and approval by the State or Agency, the Agency may:
- a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
 - b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
 - c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.

- 14) ACCEPTANCE CRITERIA:** In the event acceptance of Deliverables is not described in additional Contract documents, the State shall have the obligation to notify Vendor, in writing ten calendar days following the supply of any Deliverable described in the Contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverables fail to meet any specifications or acceptance criteria the State may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in North Carolina. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure the defect or replace the Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price. When Deliverables are rejected, the Vendor must remove the rejected Deliverables from the premises of the State Agency within seven (7) calendar days of notification, unless otherwise agreed by the State Agency. Rejected items may be regarded as abandoned if not removed by Vendor as provided herein.
- 15) EQUAL EMPLOYMENT OPPORTUNITY:** Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
- 16) INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, during Vendor's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary or proper to ensure conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the Contract.
- 17) ADVERTISING/PRESS RELEASE:** The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.
- 18) CONFIDENTIALITY:** In accordance with N.C.G.S. §§143B-1350(e), 143B-1375 and 09 NCAC 06B.0103 and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 et seq. Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. **However, under no circumstances shall price information be designated as confidential.** The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the

action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9 or other applicable law.

- a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure.
- b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in N.C.G.S. §132-1 et seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.
- c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.

19) DELIVERABLES: Deliverables, as used herein, shall comprise all Services, project materials, including goods, software licenses, data, and documentation created during the performance or provision of Services hereunder. Deliverables are the property of the State of North Carolina, except where licensed or leased to the State. Proprietary Vendor materials licensed to the State shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Embedded software or firmware shall not be a severable Deliverable. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software. All Software source and object code is the property of Licensor and is licensed nonexclusively to the State, at no additional license fee, pursuant to the terms of the software license contained herein, and in the Supplemental Terms and Conditions for Software and Services or the License Agreement if incorporated in the Solicitation Documents.

20) LATE DELIVERY, BACK ORDER: Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure substitute Deliverables or Services.

21) PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:

- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and

routines (collectively, the "Vendor Technology"). To the extent that any Vendor Technology is contained in any of the Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's purposes.

- b) Vendor shall not acquire any right, title, and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action; damages shall be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Should any Services or software supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or software, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the State shall be prevented by injunction, the Vendor agrees to take back such goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under this Contract impractical, the State shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

22) ACCESS TO PERSONS AND RECORDS: Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Contract. Additional audit or reporting requirements may be required by any

Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation. The Joint Legislative Commission on Governmental Operations and the legislative employees whose primary responsibility is to provide professional or administrative services to the Commission may audit the records of the Vendor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with Chapter 120, Article 13.

- 23) ASSIGNMENT:** Vendor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Contract. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.
- 24) INSURANCE COVERAGE:** During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:
- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract; and
 - b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
 - c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
 - d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.
- 25) DISPUTE RESOLUTION:** The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.
- 26) DEFAULT:** In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, the State may cancel the contract. Default may be cause for debarment as provided in 09

NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a) If Vendor fails to deliver or provide correct Services or other Deliverables within the time required by this Contract, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offers that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
- c) Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.

27) WAIVER OF DEFAULT: Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this Contract pursuant to Paragraph 40) herein below.

28) TERMINATION: Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate this Contract by written agreement at any time.
- b) The State may terminate this Contract, in whole or in part, pursuant to Paragraph 26), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
 - i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 29) and 30) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Contract; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
 - ii) Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

29) LIMITATION OF VENDOR'S LIABILITY:

- a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranty compliance, or to claims for injury to persons or damage to tangible personal property caused by Vendor's gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 et seq., the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

30) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of this contract, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors, in the performance of this Contract.
- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

31) CHANGES: This Contract and subsequent purchase order(s) is awarded subject to shipment of quantities, qualities, and prices indicated by the order or Contract, and all conditions and instructions of the Contract or offer on which it is based. Any changes made to this Contract or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Deliverables or Services delivered without a purchase order from the Agency or State Award Authority.

32) STOP WORK ORDER: RESERVED

33) PRICE ADJUSTMENTS FOR TERM CONTRACTS: RESERVED

34) TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Contract.

35) DATE AND TIME WARRANTY: The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

36) INDEPENDENT CONTRACTORS: Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. This

Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.

- 37) TRANSPORTATION:** Transportation of Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.
- 38) NOTICES:** Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.
- 39) TITLES AND HEADINGS:** Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.
- 40) AMENDMENT:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 31) herein.
- 41) TAXES:** The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item.
- 42) GOVERNING LAWS, JURISDICTION, AND VENUE:**
- a) This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
 - b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.
- 43) FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 44) COMPLIANCE WITH LAWS:** The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 45) SEVERABILITY:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. All promises,

requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

46) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

47) ELECTRONIC PROCUREMENT (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

- a) **The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount OF GOODS ONLY (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the Services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
- b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.
- c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of contract, and the payment for goods delivered.
- d) Vendor agrees at all times to maintain the confidentiality of its username and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security

through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

48) ELECTRONIC PROCUREMENT (Applies only to Statewide Term Contracts): RESERVED

ATTACHMENT A: LIST OF INTEGRATED SECURITY SYSTEM EQUIPMENT

The list below contains the majority of equipment that will be covered under this IFB.

The contract will provide coverage for all equipment and software from A-Z as it relates to the Access Control, Video Surveillance, Building and Parking lot security, Servers (as related to access control and video surveillance), Storage and Software updates and infrastructure.

CAMERAS

1/16/25 CHERRY	NVR 01	NVR 02	NVR 03	NVR 04	NVR 05	NVR06	NVR08	NVR 09	NVR 10	NVR 11	TOTALS
American Dynamics/ Illustra											
ADCIPEIMD	28	27	35	28	28						146
ADCIPEOMD	3	8	4	3	4						22
ADCI600-D011	5	7	4	1	4			1	3	5	30
ADCI600-D021		1									1
ADCI600-D023	3	2	2								7
ADCI600-D323	26	30	17	17	35			13	19		157
ADCI600-D341	1	8	6	1	1			2	2	3	24
ADCI600-D343			2	2	2						6
ADCi825-F311			2		6					3	11
IPS02-D12-OI04	12	12	11	12	13					10	70
IFS03D1ICWTT	1		1	2	1						5
IFS16-M10-BT03					1						1
											AD TOTAL
											480
Axis Communications											
Q7401	2	5	5	8	5					3	28
P3224-LV MkII			2								2
P3224-V MkII	2				1					3	6
P3225-LVE				1						3	4
P3225-LVE MkII			1							1	2
P3364				2	1						3
P3367	2		3						5	4	14
P1357									11	15	26
Q1765-LE										4	4
Q6045									2	1	3
Q6045-E MkII				3	2				1	12	18
P3247-LV	1										1
P3245-LV				1							1
P3374V				1							1
TOTALS	86	100	95	82	104			16	43	67	593
											AXIS TOTAL
											113

DOOR OPERATORS

Assa Abloy Besam Low Energy swing door operators

Door Number	Operator	Serial Number
1AC01A	None	None
1AC05A	SW100	BNC1048066
	SW100	BNC1048067
1A128	SW100	UNK
1A131	SW100	BNC1066603
1A130	SW100	BNC1066596
1BC01A	None	None
1BC04B	SW100	BNC1048065
	SW100	BNC1048064
1B120	SW100	BNC1068301
1B126	SW100	UNK
1B122	SW100	UNK
1C120	SW100	BNC1068296
1C126	SW100	BNC1068300
1C122	SW100	UNK
1D120	SW100	BNC1068299
1D126	SW100	BNC1068289
1D122	SW100	BNC1066587
1E120	SW100	BNC1068268
1E126	SW100	BNC1068304
1E122	SW100	BNC1068281
1JC09A	SW100	BNC1079808
	SW100	BNC1079807
1JC08B	NONE	
1JC10A	SW100	BNC1048059
	SW100	BNC1048058
1JC11B	SW100	BNC1079610
	SW100	BNC1079609
1JC11A	SW100	BNC1079791
	SW100	BNC1079792
1JC07A	SW100	UNK
	SW100	UNK
1JC07C	SW100	BNC1079575
	SW100	BNC1079576
1JC07B	SW100	BNC1048056
	SW100	BNC1048057
1JC01	SW100	BNC1079600
	SW100	BNC1079599
1KC08A	SW100	BNC1079604
	SW100	BNC1079603

1KC08B	NONE	
1KC02	SW100	UNK
	SW100	UNK
1KC06	SW100	BNC1079608
	SW100	BNC1079607
1K117	SW100	BNC1079584
	SW100	BNC1079583
1KC01	SW100	BNC1079799
	SW100	BNC1079800
1LC07A	SW100	BNC1079612
	SW100	BNC1079611
1LC07B	NONE	
1LC02A	SW100	BNC1079805
	SW100	BNC1079806
1LC02B	SW200	BNC1128158
	SW200	BNC1128159
1LC01	SW100	BNC1079562
	SW100	BNC1079561
1MC02B	SW100	BNC1079616
	SW100	BNC1079615
1MC02A	SW100	BNC1079622
	SW100	BNC1079621
1MC01A	SW100	BNC1079556
	SW100	BNC1079555
1MC01B	SW100	BNC1046469
	SW100	BNC1046470
1MC01C	SW100	BNC1079534
	SW100	BNC1076533
2AC04	SW200	BNC1082338
	SW200	BNC1082337
2B230	SW100	BNC1066593
2B234	SW100	BNC1079802
2BC01	SW100	BNC1079602
	SW100	BNC1079601
2C220	SW100	BNC1068290
2C226	SW100	BNC1066592
2C222	SW100	BNC1068280
2D220	SW100	BNC1066595
2D226	SW100	BNC1068270
2D222	SW100	BNC1066599
2E220	SW100	BNC1066597
2E226	SW100	BNC1066594
2E222	SW100	BNC1068274
2GC03A	SW100	BNC1079624
	SW100	BNC1079623
2GC038	NONE	
2GC02A	SW100	BNC1079574
	SW100	BNC1079573

2GC02B	SW100	BNC1079566
	SW100	BNC1079565
2GC01	SW100	BNC1048062
	SW100	BNC1048063
2JC05A	SW100	BNC1079614
	SW100	BNC1079613
2JC05B	NONE	
2JC03A	SW100	BNC1079558
	SW100	BNC1079557
2JC03B	SW100	BNC1079554
	SW100	BNC1079553
2JC04A	SW100	BNC1079544
	SW100	BNC1079543
2J217	SW100	BNC1066598
2J218	SW100	BNC1068265
2KC03A	SW100	BNC1079786
	SW100	BNC1079785
2KC03B	NONE	
2KC01A	SW100	BNC1079790
	SW100	BNC1079789
2KC01B	SW100	BNC1079580
	SW100	BNC1079579
2KC02A	SW100	UNK
	SW100	UNK
2K215	SW100	BNC1068302
2K217	SW100	UNK
2LC03A	SW100	BNC1079538
	SW100	BNC1079537
2LC03B	NONE	
2LC02A	SW100	UNK
	SW100	UNK
2L215	SW100	BNC1066591
2L217	SW100	BNC1066600
2LC01A	SW100	BNC1079582
	SW100	BNC1079581
2LC01B	SW100	BNC1079804
	SW100	BNC1079803
2MC01A	SW100	BNC1079796
	SW100	BNC1079795
2MC01B	SW100	UNK
	SW100	UNK
2MC02	SW100	BNC1048101
	SW100	BNC1048100
3C320	SW100	BNC1068267
3C326	SW100	BNC1068264
3C322	SW100	BNC1068266

3D320	SW100	BNC1066602
3D326	SW100	BNC1066588
3D322	SW100	BNC1068273
3E320	SW100	BNC1068305
3E326	SW100	BNC1066601
3E322	SW100	BNC1068298
3JC02A	SW100	BNC1079568
	SW100	BNC1079567
3JC028	NONE	
3JC04A	SW100	BNC1048074
	SW100	BNC1048075
3JC08A	SW100	BNC1079536
	SW100	BNC1079535
3JC08B	NONE	
3KC02A	SW100	BNC1079540
	SW100	BNC1079539
3KC02B	NONE	
3KC0A	SW100	BNC1079570
	SW100	BNC1079569
3LC02A	SW100	BNC1079456
	SW100	BNC1079545
3LC02B	NONE	
3LC01	SW100	BNC1079794
	SW100	BNC1079793
3MC01	SW100	BNC1079548
	SW100	BNC1079547

Panels & Doors

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Controlers

2D Edge: 44
 4D Edge: 7
 Door: 63

A Section

SH iStar 2D Edge	Doors Controlled
A11.1 Edge	1AC06
A11.2 Edge	1A128
	1A130
A11.4 Edge	1A133
A11.5 Edge	1AC05B
A11.6 Edge	1A1B
A11.7 Edge	1A1A
A11.8 Edge	1AC05C
A11.9 Edge	1AC01B
A11.10 Edge	1AC01A
A11.11 Edge	1AC05A
A11.12 Edge	1AC03
A11.13 Edge	1AC02
A21.1 Edge	2A200A
A21.2 Edge	2A200B
A21.3 Edge	2A203A
A21.4 Edge	2A1B
A21.5 Edge	2A1A
A21.6 Edge	2AC04

B Section

SH iStar 2D Edge	Doors Controlled
B11.1 Edge	1BC01A
B11.2 Edge	1B165A
B11.3 Edge	1B167A
B11.4 Edge	1BC01B
	1BC05
B11.5 Edge	1B165B
B11.6 Edge	1B167B
B11.7 Edge	1BC04A
B11.9 Edge	1B100
	1B160
B11.10 Edge	1BC02B
B11.11 Edge	1B1A
B11.12 Edge	1B1B
B11.13 Edge	1B120
B11.14 Edge	1B126
B11.16 Edge	1B150B
B12.2 Edge	1BC02A
B12.3 Edge	1BC03
B21.1 Edge	2BC01
B21.2 Edge	2BC05A
B21.3 Edge	2BC05B
B21.4 Edge	2B230
	2B236A
B21.5 Edge	2BC03
B21.6 Edge	2B1
B31.1 Edge	3B1
B31.2 Edge	3BC05A
B31.3 Edge	3BC05B
B31.4 Edge	3BC03

B Section Cont

SH iStar 4D Edge	
B11.4 Edge	1BC01B
	1BC05
B11.7 Edge	1BC04A
B11.9 Edge	1B160
	1B100
B12.1 Edge	1BC04B
Panel Type	
SH iStar 4D Edge	Doors Controlled
B12.1 Edge (cont)	STROBE RESET
B31.5 Edge	3B310A
	3B310B
	3B312
B31.6 Edge	3B307A
	3B307B
	3B309
B31.7 Edge	3B332A
	3B332B
	3B336

Total 2D Edges:	287
Total 4D Edges:	24
Total Door/Elv	320

Panels & Doors

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C Section

C11.1 Edge	1CC01
C11.2 Edge	1CC05A
C11.3 Edge	1C128C
C11.4 Edge	1C160
C11.5 Edge	1C120
C11.6 Edge	1C126
C11.8 Edge	1C1A
C11.9 Edge	1C1B
C11.10 Edge	1CC02B
C21.1 Edge	2CC01
C21.2 Edge	2CC05A
C21.3 Edge	2CC05B
C21.4 Edge	2C220
C21.5 Edge	2C226
C21.6 Edge	2CC03A
C21.7 Edge	2C1
C31.1 Edge	3CC01
C31.2 Edge	3CC05A
C31.3 Edge	3D355
C31.4 Edge	3C320
C31.5 Edge	3C326
C31.6 Edge	3CC03A
C31.7 Edge	3C1
SH iStar 4D Edge	Doors Controlled
C11.7 Edge	1CC03A

D Section

D11.1 Edge	1DC03A
D11.2 Edge	1D126
D11.3 Edge	1D120
D11.4 Edge	1DC05B
D11.5 Edge	1D160
D11.6 Edge	1DC05A
D11.7 Edge	1DC01
D11.8 Edge	1DC02B
D11.9 Edge	1D1A
D11.10 Edge	1D1B
D21.1 Edge	2DC03A
D21.2 Edge	2D226
D21.3 Edge	2D220
D21.4 Edge	2D353
D21.5 Edge	2DC05A
D21.6 Edge	2DC01
D21.7 Edge	2D1
D31.1 Edge	3DC03A
D31.2 Edge	3D326
D31.3 Edge	3D320
D31.4 Edge	3D351
D31.5 Edge	3DC05A
D31.6 Edge	3DC01
D21.7 Edge	3D1

E Section

E11.1 Edge	1EC01
E11.2 Edge	1EC05A
E11.3 Edge	1EC02B
E11.4 Edge	1E1A
E11.5 Edge	1E1B
E11.6 Edge	1EC05B
E11.7 Edge	1E160
E11.8 Edge	1E120
E11.9 Edge	1E126
E11.11 Edge	1EC03B
E11.12 Edge	1E2A
E11.13 Edge	1E2B
E21.1 Edge	2EC01
E21.2 Edge	2EC05A
E21.3 Edge	2EC05B
E21.4 Edge	2E1
E21.5 Edge	2E220
E21.6 Edge	2E226
E21.8 Edge	2E2
E31.1 Edge	3EC01
E31.2 Edge	3EC05A
E31.3 Edge	3D349
E31.4 Edge	3E1
E31.5 Edge	3E326
E31.6 Edge	3E320
E31.8 Edge	3E2

2D Edge:

73

4D Edge:

1

Door:

74

Panels & Doors

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H Section

H31.1.EDGE	3HC06
H31.3.EDGE	3H303
	3HC03
H31.4.EDGE	3HC04
H31.5.EDGE	3H1A
H31.6.EDGE	3H1B
H31.7.EDGE	3HC02
H21.4.EDGE	2HC01B
	2HC05
H21.7.EDGE	2HC04A
H21.8.EDGE	2H1
	2HC04B
H11.10.EDGE	1H117A
H11.11.EDGE	1H117A
H11.7 EDGE	1HC04A
H11.4 EDGE	1HC05
H11.2 EDGE	1HC01
	1HS02A
SH iStar 4D Edge	
H21.5.EDGE	2HC01A
	2HC02
H11.9 Edge	1HC03
	1H103
H11.5 EDGE	1H117B
	1H1A

J Section

J11.1	1J184A
J11.2	1J2
J11.3	1JC10A
J11.4	1JC09A
J11.5	1JC09B
J11.6	JSE2
J11.7	1JC07B
J11.8	1JC08A
J11.9	1JC08B
J11.10	1JC07A
J11.12	1JC06A
J11.13	1J1A
J11.14	1JC07C
J11.15	1J144
J11.16	1J158
J12.1	1JC10B
J12.2	1JC11A
J12.3	1JC11B
J12.4	1J184B
J12.5	1JC01
J12.6	JSE3
J12.8	1JC02B
J12.9	1JS04
J21.1	2J2
J21.2	2JC03D
J21.3	2JC03C
J21.4	2JC04A
J21.5	2JC05B
J21.6	JSE2
J21.7	2JC04A
J21.8	2JC04B
J21.9	2JC04C

J Section Cont

J21.10	2J217
J21.11	2J219
J21.12	2J1
J21.14	2JC03A
	2JC03B
J21.15	2J204A
J21.16	2J204B
J31.1	3JC02A
J31.2	3JC02B
J31.3	JSE3
J31.4	3JC01
J31.5	3J2
J31.6	3JC08A
J31.7	3JC08B
J31.8	JSE2
J31.9	3JC03
J31.10	3JC04
J31.11	3J1A
J31.12	3J1B
SH iStar 4D Edge	
J11.11	1JC04
	1HC06
J12.7	1JC02A
J21.13	2J208C

2D Edge: 67
4D Edge: 6
Door: 79

Panels & Doors

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K Section

K11.1	1K2
K11.2	1KC01
K11.3	1KC08B
K11.4	1KC08A
K11.5	KSE1
K11.6	1KC07A
K11.7	1K117
K11.8	1KS01
K11.9	1KC02
K11.10	1KC01
K11.11	1KC03A
K11.12	KE1
K11.14	1KC04A
K11.15	1KC06
K11.16	1KC07B
K12.1	INTRUSION
K21.1	2K2
K21.2	2KC01D
K21.3	2KC03A
K21.4	2KC03B
K21.5	KSE1
K21.6	2KC01C
K21.7	2KC02A
K21.8	2KC02B
K21.9	2KC02C
K21.10	2K215
K21.11	2K217
K21.12	2K1
K21.13	2K203B
K21.14	2K203A
K21.15	2KC01A
K21.16	2KC01B

K Section Cont

K22.1	2K208C
K22.2	2K208D
K31.1	3K2
K31.2	3KC02A
K31.3	3KC02B
K31.4	KSE1
K31.5	3KC03
K31.6	3K1A
K31.7	3K1B
K31.8	3K01
SH iStar 4D Edge	
K11.13	1K1A

L Section

L.11.1	1LC05A
L.11.2	1L1A
L11.3	LE1
L11.4	1LC02A
L11.5	1LC01
L11.6	1LC06A
L11.7	1LC06B
L11.8	LSE1
L11.9	1L100
L11.10	1LC07A
L11.11	1LC07A
L11.12	1L2
L11.13	1LC02B
L11.14	1LC07B
L11.15	1LS04
L21.1	2LC01A
L21.2	2L203A
L21.3	2L203B
L21.4	2LC02A
L21.5	2L1
L21.6	2L215
L21.7	2L217
L21.8	2LC02C
L21.9	2LC02B
L21.10	2LC01C
L21.11	2LC01D
L21.13	2L2
L21.14	2LC03A
L21.16	LSE1
L22.1	2L208C
L22.2	2L208D
L23.1	2LC01B

2D Edge: 75
4D Edge: 1
Door: 76

Panels & Doors

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L Section Cont

SH iStar 4D Edge	Doors Controlled
L24.1	2LC03B
L31.1	3LC01
L31.2	3LC04
L31.3	3L1A
L31.4	3L1B
L31.5	LSE1
L31.6	3LC02A
L31.7	3LC02B
L31.8	3L2

M Section

M11.1	1MC01C
M11.2	FREIGHT ELV
M11.3	1MC01B
M11.4	1MS04B
M11.5	1M102B
M11.6	1M104
M11.7	1M1A
M11.8	1MC02C
M11.9	1MC02B
M11.10	1MC02A
M11.11	1MC01A
M11.12	1MC05A
M11.13	1MC05B
M21.1	2MC01A
M21.2	2MC01B
M21.3	2M201
M21.4	2MC02
M21.5	2MC08A
M21.6	2M208B
M21.7	2M1
M21.8	MSE1
M31.1	3MC01
M31.2	3MC02
M31.3	3M1B
M31.4	3M1B
M31.5	3MS07
M31.6	MSE1

U Section

U11.1	1U02C	2D Edge:	28
		4D Edge:	9
		Door:	37

IDF Closet

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IDF Rooms

1A136	<u>Power Supplies</u>				<u>Network</u>		
	UPPER MAXIMAL				Battery	Quantity	
	AL1024ULXB	24VDC	7Ah	4	Cisco	CH-SW12	Catalyst 2960-S
	AL1012ULXB	12VDC	7Ah	3	Axis	Midspan	60W
	LOWER MAXIMAL						
	AL600ULXB	24VDC	7Ah	4	APC	Smart UPS	1500
	AL600ULXB	12VDC	7Ah	3			

1B121	<u>Power Supplies</u>				<u>Network</u>		
	UPPER MAXIMAL						
	ALX600ULXB	12VDC	7Ah	5	Cisco	CH-SW11	Catalyst 2960-S
	ALX600ULXB	24VDC	7Ah	4	Cisco	CH-SW32	Catalyst 2960-x
	LOWER MAXIMAL				APC	Smart UPS	1500
	AL1024ULXB	24VDC	7Ah	2	APC	SMT	1500
	AL1012ULXB	12VDC	7Ah	3	Axis	Midspan	60watt

2B231	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL						
	AL600ULXB	12VDC	7Ah	3	Cisco	CH-SW21	Catalyst 2960-S
	AL600ULXB	24VDC	7Ah	4	Cisco	CH-SW36	Catalyst 2960-x
				APC	Smart UPS	1500	

3B331	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL						
	AL600ULXB	12VDC	7Ah	3	Cisco	CH-SW30	Catalyst 2960-S
	AL600ULXB	24VDC	7Ah	4	Cisco	CH-SW40	Catalyst 2960-x
					APC	Smart UPS	1500
				Axis	Midspan	60watt	

IDF Closet

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1C121	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW09	Catalyst 2960-S
	AL600ULXB	24VDC	7Ah	3	Cisco	CH-SW33	Catalyst 2960-x
	AL600ULXB	12VDC	7Ah	5	APC	Smart UPS	1500
				APC	SMT	1500	
				Axis	Midspan	60watt	

2C231	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW19	Catalyst 2960-S
	AL600ULXB	24VDC	7Ah	4	Cisco	CH-SW	Catalyst 2960-x
	AL600ULXB	12VDC	7Ah	3	APC	Smart UPS	1500

3C321	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW28	Catalyst 2960-S
	AL600ULXB	24VDC	7Ah	4	Cisco	CH-SW41	Catalyst 2960-x
	AL600ULXB	12VDC	7Ah	3	APC	Smart UPS	1500

1D121	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW07	Catalyst 2960-S
	AL600ULXB	24VDC	7Ah	4	Cisco	CH-SW31	Catalyst 2960-x
	AL600ULXB	12VDC	7Ah	5	APC	Smart UPS	1500
				Axis	Midspan	60watt	

2D231	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW17	Catalyst 2960-S
	AL600ULXB	24VDC	7Ah	4	Cisco	CH-SW38	Catalyst 2960-x
	AL600ULXB	12VDC	7Ah	3	APC	Smart UPS	1500

3D321	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW26	Catalyst 2960-S
	AL600ULXB	24VDC	7Ah	4	Cisco	CH-SW42	Catalyst 2960-x
	AL600ULXB	12VDC	7Ah	3	APC	Smart UPS	1500

IDF Closet

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1E121	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW05	Catalyst 2960-S
	AL1024ULXB	24VDC	7Ah	4	Cisco	CH-SW34	Catalyst 2960-x
	AL1024ULXB	12VDC	7Ah	5	APC	Smart UPS	1500
					Axis	Midspan	60watt
				Axis	Midspan	60watt	

2E231	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW15	Catalyst 2960-S
	AL600ULXB	24VDC	7Ah	4	Cisco	CH-SW39	Catalyst 2960-x
	AL600ULXB	12VDC	7Ah	3	APC	Smart UPS	1500

3E321	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW24	Catalyst 2960-S
	AL600ULXB	24VDC	7Ah	4	Cisco	CH-SW43	Catalyst 2960-x
	AL600ULXB	12VDC	7Ah	3	APC	Smart UPS	1500

3JS01	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW10	Catalyst 2960-S
	ALX600ULXB	12VDC	7Ah	6	APC	Smart UPS	1500
	FP0250	24VDC	7Ah	4			

2GS09	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW20	Catalyst 2960-S
	AL1024ULXB	24VDC	7Ah	4	APC	Smart UPS	1500
	AL1012ULXB	12VDC	7Ah	6			

3JS02	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW29	Catalyst 2960-S
	AL600ULXB	12VDC	7Ah	5	Cisco	CH-SW49	Catalyst 2960-S
	AL600ULXB	24VDC	7Ah	4	APC	Smart UPS	1500

IDF Closet

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1JS18	<u>Power Supplies</u>				<u>Network</u>		
	UPPER MAXIMAL				Cisco	CH-SW08A	Catalyst 2960-S
	ALX1012ULXB	12VDC	7Ah	5	Cisco	CH-SW08B	Catalyst 2960-S
	AL1024ULXB	24VDC	7Ah	4	APC	Smart UPS	1500
	LOWER MAXIMAL						
	AL600ULXB	24VDC	7Ah	4			
	AL600ULXB	12VDC	7Ah	2			

2JS18	<u>Power Supplies</u>				<u>Network</u>		
	UPPER MAXIMAL				Cisco	CH-SW18	Catalyst 2960-S
	AL1012ULXB	12VDC	7Ah	6	APC	Smart UPS	1500
	AL1024ULXB	24VDC	7Ah	4			
	LOWER MAXIMAL						
	AL600ULXB	12VDC	7Ah	1			
AL600ULXB	24VDC	7Ah	2				

3JC27	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW27	Catalyst 2960-S
	AL600ULXB	12VDC	7Ah	3	APC	Smart UPS	1500
	AL400ULXB	24VDC	7Ah	4			

1KS11	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW06	Catalyst 2960-S
	ALX1012ULXB	12VDC	7Ah	5	APC	SMT	1500
	AL1024ULXB	24VDC	7Ah	4			

2KS07	<u>Power Supplies</u>				<u>Network</u>		
	UPPER MAXIMAL				Cisco	CH-SW16	Catalyst 2960-S
	AL1024ULXB	24VDC	7Ah	4	APC	Smart UPS	1500
	AL1012ULXB	12VDC	7Ah	5			
	LOWER MAXIMAL						
	AL600ULXB	12VDC	7Ah	1			
AL600ULXB	24VDC	7Ah	2				

IDF Closet

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3KS06	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW25	Catalyst 2960-S
	AL600ULXB	12VDC	7Ah	3	APC	Smart UPS	1500
	AL600ULXB	24VDC	7Ah	4			

1LS06	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW03	Catalyst 2960-S
	ALX1012ULXB	12VDC	7Ah	5	APC	Smart UPS	1500
	AL1024ULXB	24VDC	7Ah	4			

2LS07	<u>Power Supplies</u>				<u>Network</u>		
	UPPER MAXIMAL				Cisco	CH-SW13	Catalyst 2960-S
	AL1024ULXB	24VDC	7Ah	4	APC	Smart UPS	1500
	AL1012ULXB	12VDC	7Ah	6			
	LOWER MAXIMAL						
	AL600ULXB	12VDC	7Ah	2			
	AL600ULXB	24VDC	7Ah	2			

3LS10	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW22	Catalyst 2960-S
	AL600ULXB	12VDC	7Ah	3	APC	Smart UPS	1500
	AL600ULXB	24VDC	7Ah	4			

1MS06	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW04	Catalyst 2960-S
	ALX1012ULXB	12VDC	7Ah	5	APC	Smart UPS	1500
	AL1024ULXB	24VDC	7Ah	4			

2MS07	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW14	Catalyst 2960-S
	AL600ULXB	24VDC	7Ah	4	APC	Smart UPS	1500
	AL600ULXB	24VDC	7Ah	4			

IDF Closet

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3MS09	<u>Power Supplies</u>				<u>Network</u>		
	MAXIMAL				Cisco	CH-SW23	Catalyst 2960-S
	AL600ULXB	12VDC	7Ah	3	APC	Smart UPS	1500
	AL600ULXB	24VDC	7Ah	4			

1MS06	<u>Network</u>					
	Cisco	CH-SW04	Catalyst 2960-X			
	APC	Smartups	450			

Parking Lot-Outside

1 of 1

Parking Lot

Emergency Blue Light Poles	24
IP 5000 Code Blue Phone	24
LANOLINX SWITCH	24
AXIS Q7401 IP Encoder (see cameras)	24
Pelco Spectre IV	19
AXIS Q6045 MkII (see Cameras)	9

Camera Poles	4
Equipment Enclosures	4
AXIS Midspans	12
CISCO IE 3000	4
IE3000/2000 AC PWR	4

MDF

1LS06	Servers				Network		
	SAN	Dell Power Vault	MD5200	2	Cisco	1	Catalyst 2960-S 48
	SAN	Dell Power Vault	MD1200	7	Cisco	2	Catalyst 2960-X 24
	NVR	Video Edge		5	Cisco	2	Catalyst 3850 24
	NVR	Dell Power Edge	R730	7	Cisco	1	Catalyst 3850 48
	Management	Dell Power Edge	R620	2	Media Convert	1	24 port fiber to copper
	Management	Dell Power Edge	R730	2			

Ccure 9000 runs on Marathon Eversuns (R730)

Network management, DHCP, AD and Eversun management are VM running on Microsoft Hyper-V

ATTACHMENT B: PREVENTATIVE MAINTENANCE PLAN

Door Access Controls and Operators(PACS) / CCTV / ICOM Operational Test Plan

1. PURPOSE

This test plan will be utilized when repairs are completed on no less than quarterly schedule for preventative maintenance. The primary purpose of this plan is for preventative maintenance of functionality of the system components. If a fault is discovered during the preventative maintenance test of any system components, the Vendor will make written notes of deficiencies and correct the discrepancies in accordance with contract statement of work outlined in section 3.13 SPECIFICATION/SCOPE OF WORK of this IFB. Any new equipment added to the system by the Vendor or its sub-contractor will be documented for future inspection. Tests will be conducted no less than annually on all components.

2. METHODOLOGY

The methodology used will be to review the system components “as Installed” and create numerous faults in the systems to observe the alarm system. The integrated Security System is comprised of three subsystems: Access control System (PACS) with mechanical operators, Door entry audible intercommunication system (ICOM), Closed Circuit Television System (CCTV).

- PACS- All entry control components to include the door operators will be visually inspected, tested and cleaned. Operation of the system will be verified. Exterior, Spine and Unit Entrance Door operators connected to the PACS system will be inspected no less than monthly and maintained to ensure peak performance so that all door operation follow industry standards as outlined by the American Association of Automatic Door Manufacturers (AAADM).
- ICOM- All ICOM stations will be visually inspected, tested and cleaned. Operation of the two stairwell entry stations and the one interior hallway door station will be verified.
- CCTV system components will be visually inspected, tested and cleaned. Operation of the video management system will be tested by observing test personnel movement in the viewing area of the CCTV system in all areas.

3. PROCEDURES

The Vendor will provide the following reports to Cherry on a monthly basis at the completion of repairs or routine preventative maintenance:

General information		
Cherry Hospital	Contract Number IFB 38-25050	
1401 West Ash Street		
Goldsboro NC 27530		
Contact:	Inspection Date/Period	
Michael Letchworth	Tech #1 (name)	
Phone: 919-947-8030	Tech #2 (name)	
Fax: 919-705-5555	Tech #3 (name)	
Michael.Letchworth@dhhs.nc.gov		

System Information				
<u>ITEM</u>	<u>NAME</u>	<u>SYSTEM ID</u>	<u>SSA EXPIRATION</u>	<u>SYSTEM VERSION</u>
Domain/Workgroup				
Switch Types				
ACS System				
CCTV System				
Intercom System				
IDS System				
PACS/ Door Operators				

Servers / Workstations / Network Equipment	
Test/Inspect Task Description	Where applicable perform the following:
Visual Hardware Inspection	Visually check all connections for secure connectivity Visually check components for damage/wear/condition
System Hardware / Software Inspection	Record device make / model / and service tag or serial number Record hard drive sizes and available space Record memory on device Record application versions running on the device Record information on system and application backups Confirm time and date
Clean	Open computers and blow out internal dust
Communications Verification	Visually check transmit and receive LEDs Verify bi-directional communications (forward & reverse polling)
Voltages	Check input voltages from building power Verify all power supplies are operational
Ground	Check reference ground resistance to earth ground
Battery	Check UPS battery operation (remove AC source) Check and record age of battery (use ? if unknown) Perform load testing on all batteries
Comments	Record all points of failure below in the comments section for each device. Use a separate sheet if necessary to record additional comments.

Servers/ Network Equipment

Location/Purpose:		Version (application)	
OS/OS Version:		Last Backup Date	
Computer Brand:		Backups on Site (qty)	
Computer Model:		Frequency of Backup	
Computer Service Tag			
HD Size #1		Last HD Scan Date	
HD #1 Space (available) in GB		Last HD Defrag Date	
HD #2 Size in GB		Last Virus Scan Date	
HD #2 Space (available) in GB			
Memory in GB			

WORKSTATIONS

Location/Purpose:		Version (application)	
OS/OS Version:		Printer Type (if applicable)	
Computer Brand:			
Computer Model:			
Computer Service Tag:			
HD Size #1		Last HD Scan Date	
HD #1 Space (available) in GB		Last HD Defrag Date	
HD #2 Size in GB		Last Virus Scan Date	
HD #2 Space (available) in GB			
Memory in GB			

Inspection Item	Pass	Fail	Comments
Verify all required system software components are active/running			
Check System Log for Errors			
Verify Management of file systems			
Condition of Connections to Switch and Monitors			
External Condition of Computer System (incl. Monitor, Keyboard, Mouse,)			
External Cooling Fan Operation			
Internal Condition of Computer			
Internal Cooling Fan Operation (including the CPU)			
Verify UPS operation/Perform Self-test			
Review UPS Log			
RAID Operation (if applicable)			
Confirm IDRAC is setup and operational			
Verify time and date			
Verify Printer Function (if applicable)			

PACS / Door Operators

Test/Inspect Task Description	Where applicable perform the following:
Visual Hardware Inspection	Visually check all connections for secure connectivity Visually check components for damage/wear/condition
System Hardware / Software Inspection	Record device make / model / and service tag or serial number Record application versions running on the device Record information on system and application backups Confirm time and date
Clean	Open Door Operator and controller, clean any dust from components
Communications Verification	Visually check transmit and receive LEDs Verify bi-directional communications (forward & reverse polling)
Voltages	Check input voltages from building power Verify all power supplies are operational
Ground	Check reference ground resistance to earth ground
American Association of Automatic Door Manufacturers (AAADM) Guidelines for automated doors	Test door functions within AAADM guidelines
Comments	Record all points of failure below in the comments section for each device. Use a separate sheet if necessary to record additional comments.

Inspection Item	Pass	Fail	Comments
Verify all required system components are active and powered.			
Check Security System Log for operator Errors.			
Door close timing within AAADM guidelines, no less than 10 seconds.			
Condition of Connections to Switch and Monitors			
The door operates smoothly and quietly without binding or scraping/ grinding noises.			
Door stops softly at the floor and at the top of its opening motion.			
Check if the door closes tightly and securely.			
Ensure the top of the frame and sill plates are clear of dirt, debris.			
Ensure access buttons are not obstructed.			
All operator controls function properly (open/close / Stop).			
All safety devices function properly (photo-eyes, safety edges, horns, lights).			
Inspect door sections for damage; edges, hinges, strikes.			
Check communications of PACS equipment where installed.			
Note any missing or damaged decals.			
Clean the operator, ensuring clear of any dust.			
Clean the control components, ensuring clear of any dust.			
LED lights on the electronic locking devise			
Date and time of inspection			

ICOM/ CCTV- Blue Light Poles	
Test/Inspect Task Description	Where applicable perform the following:
Visual Hardware Inspection	Visually check all connections for secure connectivity Visually check components for damage/wear/condition
System Hardware / Software Inspection	Record device make / model / and service tag or serial number Record application versions running on the device Record information on system and application backups Confirm time and date
Clean	Cameras, intercoms, clean any dust or debris from components
Communications Verification	Visually check recording and transmission of components Verify bi-directional communications (forward & reverse polling)
Voltages	Check input voltages from building power Verify all power supplies are operational
Ground	Check reference ground resistance to earth ground
Comments	Record all points of failure below in the comments section for each device. Use a separate sheet if necessary to record additional comments.

Inspection Item	Pass	Fail	Comments
Verify all required system components are active and powered.			
Check Security System Log for operator Errors.			
Condition of Connections to Switch and Monitors			
Test Camera Function			
Verify the recording of visual and audio data from Cameras			
Verify the functionality of Intercom systems			
When applicable, verify the firm ware on system components			
Verify time and date on components is accurate			
Audio and Video captured from Cameras is recoverable and shareable for legal purposes.			
Data is secured in compliance with HIPPA guidelines			
Blue Light Poles:			
Light is functioning			
Audio is working			
Video is recording			
Call Button is activating the video and audio			
Date and time of inspection			

ATTACHMENT C: NCDHHS PRIVACY AND SECURITY OFFICE (PSO) TERMS

1. COMPLIANCE WITH APPLICABLE LAWS

The Vendor shall comply with all electronic storage standards concerning privacy, data protection, confidentiality, and security including those of federal, state, and DHHS having jurisdiction where business services are provided for accessing, receiving, or processing all confidential information.

2. NC STATE AND DEPARTMENT OF HEALTH AND HUMAN SERVICES PRIVACY AND REQUIREMENTS

The Vendor shall implement internal data security measures, and other industry security best practices utilizing appropriate hardware and software necessary to monitor, maintain, and ensure data integrity in accordance with all applicable federal regulations, state regulations, DHHS privacy and security policies. The Vendor will maintain all Privacy and security safeguards throughout the term of this agreement. In addition, the Vendor agrees to maintain compliance with the NC DHHS Privacy Manual and Security Manual, both located online at: a) <https://www2.ncdhhs.gov/info/olm/manuals/dhs/pol-80/man/>

a) <https://policies.ncdhhs.gov/departamental/policies-manuals/section-viii-privacy-and-security>

3. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

If the DHHS Division or Office determines that some or all the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (HIPAA), or its implementing regulations, the Vendor agrees to comply with all HIPAA requirements and will execute such agreements and practices as the Division or Office may require ensuring compliance.

4. CONFIDENTIALITY

a) The Vendor shall adhere to DHHS privacy and security policies, as well as those in federal regulations including the Privacy Rule at 45 C.F.R. Parts 160 and 164, subparts A and E , Security Standards at 45 C.F.R. Parts 160, 162 and 164, subparts A and C (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).

b) **DATA SECURITY:** In the event the Vendor obtains written consent by a DHHS Division or Office to enter into a third-party agreement to whom the Vendor provides confidential information, the Vendor shall ensure that such agreement contains provisions reflecting obligations of data confidentiality and data security stringent as those set forth in the contract.

c) **DUTY TO REPORT:** In addition to any DHHS Privacy and Security Office (PSO) notification requirements in a Business Associate Agreement (BAA) with a DHHS Division or Office, or the North Carolina Department of Information Technology Terms and Conditions, the Vendor shall (1) report all suspected and confirmed privacy/security incidents or privacy/security breaches involving unauthorized access, use, disclosure, modification, or data destruction to the DHHS Privacy and Security Office at <https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security> within twenty-four (24) hours after the incident is first discovered. (2) If the privacy or security incident involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the vendor shall report the incident within one (1) hour after the incident is first discovered. At a minimum, such privacy and security incident report will contain to the extent known: the nature of the incident, specific information about the data compromised, the date the privacy or security incident occurred, the date the Vendor was notified, and the identity of affected or potentially affected individual(s). (3) During the performance of this contract, the vendor is to notify the DHHS Privacy and Security Office of any contact by the federal Office for Civil Rights (OCR) received by the vendor. In addition, the Vendor

will reasonably cooperate with DHHS Divisions and Offices to mitigate the damage or harm of such security incidents.

5. **CONTINUOUS MONITORING**

- a) The Vendor shall maintain compliance with the State Chief Information Officer's (CIO) Continuous Monitoring Process mandate, requiring that Vendors hosting state-owned data outside of NC DIT's infrastructure environment work with state agencies to implement a risk management program that continuously monitors risk through the performance of assessments, risk analysis, and data inventory.
- b) Based upon NIST 800-137, "Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations", the Vendor shall perform security/risk assessments on its information systems using the latest NIST 800-53 controls to assess its compliance with enterprise security standards as outlined below.

Security Assessment:

- i. Vendors providing Infrastructure as a Service, Platform as a Service and/or Software as a Service for the state agency are required to obtain approval from the DHHS Privacy and Security Office to ensure their compliance with statewide security policies.
- ii. To obtain such approval, the Vendor shall annually provide both a written attestation to its compliance and an industry recognized, third party assessment report, such as the Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, HITRUST CSF and ISO 27001. State agencies will be required to review these security assessment reports, assess the risk of each vendor, ensure completion of all findings using a Corrective Action Plan (CAP), and provide an annual certification to the Vendor's compliance to the State CIO.

The Vendor shall work with the state agency to provide a data inventory of all cloud hosted services, by assisting the state agency with completing a Privacy Threshold Analysis (PTA) documenting the data classification and the data fields hosted within the cloud, offsite, or Vendor-hosted environment. The Vendor shall review a Privacy Threshold Analysis (PTA) with the NC DHHS Privacy and Security Office annually and assist with updating the PTA when changes to the data being hosted occur.

DHHS Privacy & Security office may perform periodic independent security assessments of Vendor hosted applications on the public/private/hybrid cloud or On-Prem data centers. The Vendor must provide access to their applications' hosting environment and their key resources to DHHS designated resources and DHHS engaged vendors to perform a privacy & security risk assessment that includes vulnerability analysis, penetration testing, and risk analysis based on the latest NIST 800-53, Federal, State and DHHS requirements.

6. **OVERSIGHT**

- a) **RECORD RETENTION:** Records shall not be destroyed, purged, or disposed of without the express written consent of the DHHS Division or Office. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records

must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs is a minimum of ten years. The record retention period for the Health Insurance Portability and Accountability Act (HIPAA) is six years. For the Internal Revenue Service (IRS) and the Social Security Administration (SSA), the record retention period is seven years.

7. FLOW-DOWN

In addition to the subcontracting requirements in Paragraph 5) of the NCDIT Terms and Conditions, if a sub-vendor is used in the performance of this contract, (1) written approval of the NC DHHS PSO (Privacy and Security Office) is also required; and (2) Vendor must include, without modification all the security and privacy terms and conditions in this Attachment C, Department of Health and Human Services Terms and Conditions in each sub-contract.

Signature

Date

ATTACHMENT D: CUSTOMER REFERENCE TEMPLATE



ATTACHMENT D: CUSTOMER REFERENCE TEMPLATE

Solicitation #: _____

Vendor Name: _____

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

ATTACHMENT E: LOCATION OF WORKERS



ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

In accordance with NC General Statute G.S. 143-59.4, 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 The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES NO

If "YES":

a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION



ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Vendor Name: _____

The undersigned hereby certifies that: [check all applicable boxes]

- The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.
Date of latest audit: _____ (If no audit within past 18 months, explain reason below.)
- The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature	Date
Printed Name	Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT G: STATE CERTIFICATIONS

**State Certifications
Contractor Certifications Required by North Carolina Law**

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.” E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an “ineligible Contractor” as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - The Contractor or one of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor’s officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with that Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor’s Name: _____

Contractor’s Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

The witness should be present when the Contractor’s Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT H: BUSINESS ASSOCIATE ADDENDUM

**NORTH CAROLINA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM
AND
QUALIFIED SERVICE ORGANIZATION ADDENDUM**

This Agreement is made effective on the date the Agreement is signed by the Business Associate, as that term is hereinafter defined (Effective Date), by and between the Division of State Operated Healthcare Facilities, Cherry Hospital (“Covered Entity”) and _____ (name of contractor) (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Integrated Security System Maintenance Services 38-25050 _____ (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of the North Carolina Department of Health and Human Services (the “Department”) that has been designated in whole or in part by the Department as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. Covered Entity is a “Program” that provides substance use disorder diagnosis, treatment, or referral for treatment as defined at 42 C.F.R. § 2.11.
- e. c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “Qualified Service Organization” as defined by 42 C.F.R. Part 2.
- f. The Parties that enter into this Business Associate Addendum to the Contract will comply with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.
- g. The Parties that enter into this Qualified Service Organization Addendum to the Contract invoke the provision of 42 C.F.R. § 2.12 specifying that “the restrictions on disclosure in the regulations in [42 C.F.R. Part 2] do not apply to communications between a part 2 program and a qualified service organization of information needed by the qualified service organization to provide services to the program.”

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- b. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “Part 2” shall mean the rules, regulations, and requirements concerning the privacy and confidentiality of substance use treatment information codified at 42 U.S.C. 290dd-3 and 290ee-3, and their implementing regulations, found at 42 C.F.R. § 2.1 et seq.

- e. "Part 2 Information" shall have the meaning ascribed to "Patient identifying information" by 42 C.F.R. § 2.11.
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- i. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- j. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
 - 1) the disclosures are Required By Law; or

- 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. QUALIFIED SERVICE ORGANIZATION

- a. Business Associate acknowledges that in receiving, storing, or otherwise dealing with any Part 2 Information, it is fully bound by the requirements of Part 2.
- b. Business Associate agrees that it will institute appropriate procedures for safeguarding such information in accordance with Part 2.
- c. Notwithstanding any other provision of this Agreement, Business Associate agrees that it will, to the full extent required by Part 2, resist in judicial proceedings any efforts to obtain access to Part 2 Information other than as expressly provided for in that Part.
- d. Business Associate acknowledges that any unauthorized disclosure of Part 2 Information is a federal criminal offense punishable by a fine of not more than \$1,000.00 in the case of a first offense and not more than \$10,000.00 in the case of each subsequent offense.

6. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the Effective Date and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its sole option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.

A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

PLEASE PRINT NAME

SIGNATURE

Date

ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY

Contract Addendum for Vaccination and Infection Control Measures

All Division of State Operated Healthcare Facilities (DSOHF) staff and contractors must comply with immunization requirements as a condition of performing work in any DSOHF facility. DSOHF Vaccination policy (No. 182; September 20, 2022) applies to all DSOHF employees, volunteers, students, and trainees, working for or within a DSOHF facility. In addition, DHHS employees, whose assigned primary worksite is within or on the grounds of a DSOHF facility shall follow to this policy. Moreover, the vaccination policy applies to all contract and temporary workers who: 1.) have direct contact with patients/residents in a DSOHF facility, or 2.) work primarily within or on the grounds of a DSOHF facility, or 3.) have an employee-employer relationship working for or within a DSOHF facility.

This policy does not apply to outside health providers rendering services to Division patients/residents on their own behalf and at their own location, except to the extent required by applicable state or federal laws or regulations.

Cherry Hospital will exercise its discretion in refusing the assignment and denying entry to any contractor or affiliate thereof who has not provided proof of vaccination against COVID-19. However, the DSOHF facility will permit a valid medical or religious exemption from vaccination, pursuant to the DSOHF Vaccination policy (No. 182; September 20, 2022).

DSOHF staff and contractors must adhere to the policies and procedures of Cherry Hospital including control measures to detect and prevent the spread of communicable diseases. When indicated, based on the presence of a communicable disease in the facility, or in the community, Cherry Hospital may order control measures, including screening/testing to detect the communicable disease or immunity thereto, source control, PPE, reassignment, furlough, or physical isolation from patients/residents of any covered individual who: 1.) has regular contact with patients/residents; or 2.) who provides services to patients/residents; or 3.) who work in any facility area.

Signature

Date

patients/residents of any covered individual who 1) has regular contact with patients/residents; or 2) who provides services to patients/residents; or 3) who works in any facility area.

III. **Background**

The Centers for Disease Control and Prevention (CDC) and the Advisory Committee on Immunization Practices of the CDC (ACIP) are federal agencies which make recommendations regarding the use of vaccinations in all settings, including in healthcare settings. This policy follows the recommendations of those agencies.

IV. **Policy**

A. **Vaccinations:**

All covered personnel must be immune (unless there is an approved medical exemption based on a medical contraindication, as described by CDC/ACIP, or approved religious exemption) to measles, mumps, rubella, varicella, SARS-CoV-2 (COVID-19),¹ and pertussis as described in **Attachment E**. In addition, all covered personnel in all facilities must receive an influenza vaccine annually, unless there is an approved medical or religious exemption. Employee influenza vaccination policies, procedures, and requirements are located in SOHF policy 148-AL (3). All newly covered personnel are required to complete an immunization screen administered by the facility. All newly hired covered personnel, including rehired personnel, are required to complete an immunization screen prior to start date. Failure to complete the immunization screening prior to start date will prevent the employee from working until this requirement is met. In addition, by the date of hire for COVID-19 vaccination and 4 months of the date of hire for all other immunization requirements, newly hired employees must either a) meet all immunization requirements and provide proof of immunity as specified in **Attachment E** or b) apply for and obtain exemption for the required vaccination(s).

The vaccination requirements set forth in this policy, including applicable deadlines, are subject to any conflicting or coextensive requirements set by state or federal law, including but not limited to applicable requirements adopted by the Centers of Medicare and Medicaid Services (CMS). All covered personnel should reasonably maintain awareness of current recommendations and legally enforceable vaccination requirements applicable to their profession. Information is available through the Centers for Disease Control and Prevention (CDC) and NCDHHS; for example, see *Stay Up to Date with COVID-19 Vaccines Including Boosters*, <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/stay-up-to-date.html>.

¹ DSOHF employees whose primary worksite is not on the campus of a DSOHF healthcare facility will follow requirements specific to their DHHS worksite.

B. Newly Hired Covered Individuals must:

1. Review and sign the attestation prior to start date.
2. Complete a facility administered immunization screen prior to start date.
3. By the date of hire for COVID-19 vaccination and 4 months of the date of hire for all other immunization requirements (unless an earlier requirement is set by State or federal law), either: a) meet all immunization requirements and provide proof of immunity as specified in **Attachment E**, or b) apply for and obtain exemption for the required vaccination(s).

C. Proof of Immunity for Required Vaccinations:

All covered individuals shall provide proof of immunity as specified in **Attachment E**.

D. Record-Keeping:

Each facility shall maintain records as to the proof of immunity and approved Certificates of Exemption. Each facility must designate Employee Health, Personnel, or another suitable department to maintain these records.

V. Enforcement

A. Failure to Provide Proof of Immunity Disciplinary Action:

Covered Employees who have neither provided documented proof of the vaccination as specified in **Attachment E** nor have obtained an approved exemption shall be subject to disciplinary action, up to and including dismissal, for unacceptable personal conduct. Non-complying contractors, volunteers, and other covered individuals may be excluded from facility premises.

Newly hired covered individuals who do not, by the date of hire for COVID-19 vaccination and 4 months of the date of hire for all other immunization requirements (unless an earlier requirement is set by State or federal law), either: a) meet all immunization requirements and provide proof of immunity as specified in **Attachment E**, or b) apply for and obtain exemption for the required vaccination(s) shall be subject to disciplinary action, up to and including dismissal, for unacceptable personal conduct. Non-complying contractors, volunteers, and other covered individuals may be excluded from facility premises.

VI. Distribution and Education

A. Employees and Other Covered Individuals Must Read the Policy:

Covered individuals must sign a statement indicating that they have read and agree to the new requirement for COVID-19 vaccination in the policy. Newly hired individuals who will be covered by this policy must sign a

statement indicating that they have read and agree to this policy prior to start date.

VII. Exemptions

A. Exemption from Vaccination

1. For DSOHF employees who are covered by this policy, and all other covered individuals, all exemptions must be pre-approved in writing:
 - a. By the Facility Director in the case of a religious exemption, upon consultation with a representative of NCDHHS Human Resources and with the NCDHHS Office of General Counsel (if necessary), and
 - b. In the case of a medical exemption, by the applicable Facility Medical or Clinical Director or a designee thereof.
2. Each application will be evaluated on an individual basis. For medical exemptions, the current recommendations of the CDC and ACIP shall be applied in the evaluation.
3. To ensure adequate time for review prior to any applicable vaccination deadline, at least **15 days** are required for review of any exemption request. The facility shall provide a written decision within **15 days** of a timely and complete application.
4. All exempt employees and other exempt covered individuals may, based on the presence of a communicable disease, be reassigned, furloughed, physically isolated from patients/residents, or required to implement other control measures to protect the health of the involved employee, patients, residents, and other employees.
5. Any exempt employee who fails to comply with control measures may be subject to disciplinary action, up to and including dismissal, for unacceptable personal conduct. Non-complying contractors, volunteers, and other covered individuals may be excluded from facility premises.

B. Only Two Types of Vaccination Exemptions:

Exemption shall be granted only for these two documented reasons:

1. A medical condition and/or contraindication certified to by a licensed physician, physician's assistant, or nurse practitioner; or
2. A bona fide religious objection such that requiring the vaccination would conflict with his or her religious beliefs.

C. Application for Vaccination Exemption

1. **Exemption requests submitted fewer than 15 days prior to an applicable vaccination deadline will not be reviewed prior to that deadline.**
2. Exemption requests must be submitted, either by the covered individual directly or by a representative of NCDHHS Human

Resources. Only the listed individuals below may have access to read and respond to correspondence relating to exemption requests.

- a. Religious Exemption Requests
 - i. Representatives of NCDHHS Human Resources
 - ii. Representatives of the Office of State Human Resources
 - iii. Representatives of the NCDHHS Office of General Counsel
 - iv. The DSOHF Medical Director
 - b. Medical Exemption Requests
 - i. Representatives of NCDHHS Human Resources
 - ii. Representatives of the Office of State Human Resources
 - iii. Representatives of the NCDHHS Office of General Counsel
 - iv. The DSOHF Medical Director
 - v. A DSOHF Facility Medical or Clinical Director or Designee thereof
3. Exemptions that are granted **for recurring vaccination requirements** may be applicable for **up to one year**. An exempt employee must reapply for an exemption **prior to any subsequent vaccination requirement deadline occurring more than one year after the previous request was approved**, or earlier if clinically indicated. All applications for exemption must be submitted on the official *Application for Exemption to Vaccination Form (Attachment A)*.
4. All newly hired covered personnel, including rehired personnel, are required to complete an immunization screen prior to start date. By the date of hire for COVID-19 vaccination and 4 months of the date of hire for all other immunization requirements (unless an earlier requirement is set by state or federal law), newly hired covered personnel must either a) meet all immunization requirements and provide proof of immunity as specified in **Attachment E** or b) apply for and obtain exemption for the required vaccination(s).

VIII. Appeals

Any disciplinary action taken as result of non-compliance with this policy is appealable to the extent provided by the State of North Carolina Employee Grievance Policy and applicable NCDHHS policy.

IX. References

- A. **Attachment A:** Application for Exemption to Vaccination
- B. **Attachment B:** NC DHHS MMR, Tdap, and Varicella Vaccination Exemption Form for Health Care Provider

DSOHF Policy IC 182 AL

- C. **Attachment C:** NC DHHS COVID-19 Vaccination Exemption Form for Health Care Provider
 - D. **Attachment D:** NC DHHS Vaccination Exemption Form for Religious Reasons
 - E. **Attachment E:** Proof of Immunity Requirement
 - F. **Attachment F:** DSOHF Policy IC 182 AL Attestation Form for New Hires
- X. **Any exceptions to the above policy must be approved by the Director, Division of State Operated Healthcare Facilities, or designee.**

Table of Amendments

Date	Description	Owner Name
10/04/17	n/a	
10/16/17	n/a	
06/12/20	n/a	
08/02/21	n/a	
04/04/22	<ul style="list-style-type: none"> • Changes the timeline for vaccination for new hires which adheres to CMS requirements (primary series must be completed prior to hire) • Provides for regulatory requirements and COVID-19 vaccination schedules that may change in the future to be incorporated into requirements • Incorporates the HR representative into the processing of religious exemptions • Sets out a process and defines access for submission and review of exemptions • Forms for applications for exemption are revised to clarify requirements • Sets one year time limit for approved exemptions • Clarifies the timeline for submission of exemption applications • Changes time of deadline to 11:59 pm (instead of 5 pm) on the final date that vaccination is due • Policy attestation form added (Attachment F) 	Aaron Rogoff, Susan Saik, Brandon Warren
09/20/22	<ul style="list-style-type: none"> • Clarified that exemptions are granted for a) up to 1 year for recurring vaccination requirements and b) for employees with exemptions for non-recurring vaccinations, applications are due prior to any subsequent vaccination requirement deadline occurring more than one year after the previous request was approved. • Removed references to brand names of covid vaccines and now reference FDA approved or authorized vaccines or WHO listed vaccines for emergency use. • Removed reference to past CMS implementation date 	Aaron Rogoff, Susan Saik, Brandon Warren

DSOHF Policy IC 182 AL

	<ul style="list-style-type: none">• Added allowance to hire/onboard staff with the first dose of a multiple dose COVID 19 primacy series under certain conditions.• Removed previous question # 4 from COVID exemption Healthcare Provider form and removed references to J&J from other questions.• Made certain formatting and stylistic changes throughout document.	

Attachment A:

**DIVISION OF STATE OPERATED HEALTHCARE FACILITIES
Application for Exemption to Vaccination**

Name of employee (or other covered individual):

Work location, e-mail address, and phone number:

Phone, signature, and printed name of Immediate Supervisor:

	Phone Number
Signature	Printed Name

Type of Exemption Applied For

Please indicate which type of exemption you are seeking by placing an X in the box below.

1) FOR MEDICAL CONDITION (The vaccination is contraindicated due to a medical condition)

*The documentation which **must** accompany your application is as follows:*

1. **FORM:** "DSOHF **MMR, Tdap, and Varicella** Vaccination Exemption Documentation Form for the Health Care Provider"; and/or "DSOHF **COVID-19** Vaccination Exemption Documentation Form for the Health Care Provider"; and/or "DSOHF **Influenza** Vaccination Exemption Documentation Form From the Health Care Provider";

2. Form must include the following documentation:

A signed medical assessment for that employee with responses to questions documented on the relevant DSOHF Vaccination Exemption Documentation Form from the Health Care Provider, signed by a licensed physician, physician's assistant, or nurse practitioner. If the condition is temporary, the covered individual must present proof of vaccination as soon as feasible and when deemed medically advisable by his or her health practitioner. This form must contain the provider's license number and the other information specified on the official form.

2) FOR RELIGIOUS REASONS (A bona fide religious objection)

*The documentation which **must** accompany your application is as follows:*

1. **FORM:** "DSOHF Vaccination Exemption Form for Religious Reasons"

*Additional documentation which **may** accompany your Form is as follows:*

This Form may be signed below by a clergy member ordained by the authorities of the particular religious body, with a copy of supporting documentation attached to this Form.

For all applicants: I understand that, if my "Application for Exemption" is approved, I may be required to wear a face mask or follow other procedures for control measures, be reassigned, furloughed, or isolated physically from patients to protect my health and/or the health of others during influenza season. I give permission to contact my physician/healthcare provider or clergy member for additional information if needed to render a decision regarding my application for exemption.

	Date
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(Attach all required documentation to this form.)

Review and Response to Request for Exemption by Authorized Human Resources or Employee Health Representative

Approved **Not Approved** *Duration:* _____

Signature: _____ *Date:* _____

Attachment B:

DIVISION OF STATE OPERATED HEALTHCARE FACILITIES
MMR, Tdap, and Varicella Vaccination Exemption Documentation Form
for the Health Care Provider

TO THE HEALTH CARE PROVIDER:

The North Carolina Department of Health and Human Services has adopted DSOHF Policy IC 182 Required Vaccination for Employees and Others Who Work in DSOHF Facilities AL. The purpose of this policy is to protect DHHS patients, employees, and others who work in DSOHF facilities from vaccine preventable healthcare associated transmissible infections. Employees working in DSOHF facilities must be immune to measles, mumps, rubella, pertussis, and varicella, unless a valid medical or religious exemption has been approved. **NC DHHS follows the CDC and the ACIP recommendations for immunization practices.** Additional information is available at: <http://www.ncdhhs.gov/>.

The following employee or other covered individual, _____
(name to be provided by Applicant), has filed an "Application for Exemption to Vaccination" for medical reasons for the following vaccination(s):

To support that application, the covered individual must request and submit the following documentation completed and signed by you, their Healthcare Provider:

1. When did you last examine the applicant? _____
2. Does this patient have a history of anaphylaxis to Neomycin? Yes No
3. Does this patient have a known (diagnosed) allergy or a history of **severe or immediate allergic reaction** to any component of the vaccine or after a previous dose of the vaccine? Yes No
If yes, which vaccine(s)? _____
- NOTE: "Severe allergic reaction" includes cardiovascular changes (e.g., hypotension), respiratory distress (e.g., wheezing), gastrointestinal changes (e.g., nausea/vomiting), that required treatment with epinephrine, or any other reaction that required emergency medical attention.**
4. Does this patient have known severe immunodeficiency? Yes No
5. Has this patient had recent administration of blood products? Yes No
6. Is this patient pregnant? Yes No
7. Does this patient have a history of Guillain-Barre within 6 weeks or encephalopathy within 7 days of receipt of Tdap, Td, DTP, or DTaP vaccine? Yes No
8. Does this patient have a progressive neurologic disorder? Yes No
If yes, specify: _____
9. Other vaccination contraindication or precaution: _____
10. Is the condition temporary or permanent? (Circle applicable term.) _____

Physician/PA/NP Printed Name: _____	
Physician/PA/NP Signature: _____	
License Number: _____	
Date Signed: _____	Telephone number: _____
Address: _____	

<i>Note: May attach additional documentation.</i>	

Attachment C:

DIVISION OF STATE OPERATED HEALTHCARE FACILITIES
COVID-19 Vaccination Exemption Documentation Form
for the Health Care Provider

TO THE HEALTH CARE PROVIDER:

The North Carolina Department of Health and Human Services has adopted DSOHF Policy IC 182 Required Vaccination for DSOHF Employees and Others Who Work in DSOHF Facilities AL. The purpose of this policy is to protect DHHS patients, employees, and others who work in DSOHF facilities from vaccine preventable healthcare associated transmissible infections. Employees working in DSOHF facilities must be immune to COVID-19 as defined in DSOHF policy, unless a valid medical or religious exemption has been approved. **NC DHHS follows the CDC and the ACIP recommendations for immunization practices.** Additional information is available at: <https://www.cdc.gov/vaccines/covid-19/clinical-considerations/covid-19-vaccines-us.html>

The following employee or other covered individual, _____
(name to be provided by Applicant), has filed an "Application for Exemption to Vaccination" for medical reasons for the following COVID-19 vaccination(s):

To support that application, the covered individual must request and submit the following documentation completed and signed by you, their Healthcare Provider:

1. When did you last examine the applicant? _____
2. Does this patient have a history of severe allergic reaction (e.g., anaphylaxis) after a previous dose of or to a component of a COVID-19 vaccine, including Polyethylene Glycol (PEG)? (Please describe response in detail below and contraindication to alternatives) Yes No
3. Does this patient have a known (diagnosed) allergy to a component of a COVID-19 vaccine, including Polyethylene Glycol (PEG)? (Please describe response in detail below and contraindication to alternatives) Yes No
4. Does this patient have another medical circumstance preventing vaccination with any available COVID-19 vaccine? (Be specific and describe in detail below.) Yes No

5. If yes to any of the above, which vaccine(s)? _____
6. Is this patient pregnant? Yes No
7. Is the condition temporary or permanent? (Circle applicable term.)

DSOHF Policy IC 182 AL

Note: Severe allergic reactions include:

- Possible anaphylaxis, a progressive life-threatening reaction that typically includes urticaria but also with other symptoms such as wheezing, difficulty breathing, or low blood pressure
- Any angioedema affecting the airway (i.e., tongue, uvula, or larynx)
- Diffuse rash which also involves mucosal surfaces (e.g., Stevens-Johnson Syndrome)

Non-severe allergic reactions may include:

- Urticaria (hives) beyond the injection site
- Angioedema (visible swelling) involving lips, facial skin, or skin in other locations. NOTE: Any angioedema affecting the airway (i.e., tongue, uvula, or larynx) would NOT be in this category and is considered a severe allergic reaction

The following are NOT considered contraindications to COVID-19 vaccination:

- Local injection site reactions after (days to weeks) previous COVID-19 vaccines (erythema, induration, pruritus, pain, etc.)
- Expected systemic vaccine side effects in previous COVID-19 vaccines (fever, chills, fatigue, headache, lymphadenopathy, vomiting, diarrhea, myalgia, arthralgia)
- Vasovagal reaction after receiving a dose of any vaccination
- Being an immunocompromised individual or receiving immunosuppressive medications
- Autoimmune conditions, including Guillain-Barre Syndrome
- Allergic reactions to anything not contained in the COVID-19 vaccines, including injectable therapies, food, pets, venom, environmental allergens, oral medication, latex, etc.
- Breastfeeding
- Immunosuppressed person in the employee's household
- Alpha-gal Syndrome
- The COVID-19 vaccines do not contain egg or gelatin; allergies to these substances are not a contraindication

Physician/PA/NP Printed Name: _____

Physician/PA/NP Signature: _____

License Number: _____

Date Signed: _____ Telephone number: _____

Address:

Note: May attach additional documentation.

Attachment D:

**DIVISION OF STATE OPERATED HEALTHCARE FACILITIES
Vaccination Exemption Form for Religious Reasons**

TO THE APPLICANT AND, if consulted, CLERGY:

The North Carolina Department of Health and Human Services has adopted DSOHF Policy IC 148 Required Influenza Vaccination for DSOHF Employees and Others Who Work in DSOHF Facilities AL and DSOHF Policy IC 182 Required Vaccination for DSOHF Employees and Others Who Work in DSOHF Facilities AL. The purpose of these policies is to protect DHHS patients, employees, and others who work in DSOHF facilities from vaccine preventable healthcare associated transmissible infections. Exemption requests for recurring vaccination requirements must be approved at least annually, and approval for an exemption one year does not automatically mean the employee's exemption will be approved permanently.

When completing this form, you are obligated to answer the questions sincerely and truthfully. By signing below, you are affirming that you have a bona fide religious objection to the _____ vaccination requirement(s), and that you have read and understand the information contained in this form, DSOHF Policy IC 148 AL, and DSOHF Policy IC 182 AL. A representative of the Department may contact you to request additional information in support of your application.

The following employee or other covered individual, _____ (name to be provided by Applicant), has filed an "Application for Exemption Form for Religious Reasons."

Religious beliefs include beliefs arising from traditional, organized religions, although a person can have religious beliefs that are consistent or inconsistent with a religious group to which they belong. Beliefs may also be independent of any religious group, although in that case, the beliefs are considered religious only if they are comprehensive in nature, as opposed to an isolated teaching, and they occupy a place in a person's life that is parallel to that filled by an organized religion or God, meaning they typically concern ultimate ideas about life, purpose, and death. Social, political, or economic philosophies, or personal preferences are not considered religious beliefs. Religious beliefs must also be sincerely held. While a person's beliefs may change over time, inconsistent conduct can raise questions regarding the sincerity of a person's stated religious belief.

To support this application, the individual *must* provide the following information:

1. Is this a new exemption request or a request for renewal of a previous exemption?

- New
- Renewal; Year of Initial Request: _____

2. Have you previously requested exemption from any other vaccination requirement? No Yes

Year(s) of Request(s): _____ Vaccination Type(s): _____

3. Please give a general statement explaining how requiring you to meet this vaccination requirement conflicts with your religious belief(s):

(Form continues on next page.)

DSOHF Policy IC 182 AL

4. Is your objection to receiving any and all vaccination(s), or do you have a specific objection to the vaccination from which you are requesting exemption?

All Vaccinations Specific to this Vaccination

If there is one or more particular component(s) found in the relevant vaccine(s) to which you object, please identify it below (a list of components found in the relevant vaccine(s) is attached or available upon request):

5. Have you received any vaccination in the past five years? No Yes

Year(s) of Vaccination(s): _____

Vaccination Type(s) _____

If yes, please explain any change in circumstances or your beliefs that led you to request this exemption:

This Form may be signed below by a clergy member ordained by the authorities of the particular religious body, with a copy of supporting documentation attached to this Form. *(Continue on additional pages if needed.)*

Signature of Applicant (required on all applications)

Date

Signature and other information below may also be provided for religious exemption:

Signature of Clergy Member

Date

Physical Address: _____

Name of Denomination or Other Recognized Religious Body: _____

(May attach additional documentation.)

Attachment E:

<u>Vaccines</u>	<u>Proof of Immunity Requirement</u>
Influenza	Annual influenza vaccine unless medical or religious exemption
MMR	Birth before 1957 (unless in outbreak situation) OR 2 doses of MMR given at least 4 weeks apart OR 2 doses of MMR (initial plus booster at any time afterward) OR Laboratory confirmation of disease OR serologic immunity
Tetanus, diphtheria, pertussis (Tdap)	One dose of Tdap
COVID-19	Primary series* of vaccine(s) completed**: Vaccines approved or authorized by the U.S. Food and Drug Administration (FDA), OR Vaccines listed for emergency use by the World Health Organization (WHO) <i>*For complete list of accepted COVID-19 vaccine series, see the CDC's Stay Up to Date with COVID-19 Vaccines Including Boosters – Vaccination Outside the United States (link here)</i> <i>**Newly hired staff for whom COVID-19 vaccination must be temporarily delayed, as recommended by the CDC (due to clinical precautions and considerations), must have received, at a minimum, a single-dose COVID- 19 vaccine, or the first dose of the primary vaccination series for a multi- dose COVID-19 vaccine prior to the date of hire. Staff who are not fully vaccinated must follow additional precautions intended to mitigate the transmission and spread of COVID-19. Failure of a newly hired staff member to timely complete the primary vaccination series in accordance with CDC recommendations will be considered non-compliant with this requirement.</i>
Varicella	2 doses of varicella vaccine given at least 28 days apart OR 1 dose of herpes zoster vaccine AND age >50 years OR Treating physician diagnosis of varicella or herpes zoster OR Laboratory confirmation of disease OR serologic immunity

Documentation requirements:

1. To meet immunity requirements by vaccination:
Proof of immunization must include a printout from the NC Immunization Registry and/or
CVMS or an original CDC COVID-19 vaccination card or a note or receipt with:
 - 1) the covered individual's name
 - 2) the name of the healthcare provider administering the vaccine
 - 3) date of vaccination
 - 4) place of vaccination
 - 5) vaccine product name

DSOHF Policy IC 182 AL

The note or receipt must be signed by a licensed nurse, physician, pharmacist, physician's assistant or other representative of the place where the vaccine was administered. A print-out of the covered individual's vaccination record from the NC Immunization Registry and/or CVMS showing proof of vaccination may also be provided in place of a note or receipt.

2. To meet immunity requirements by treating physician diagnosis: Documentation of the disease by the licensed physician, Physician Assistant or Nurse Practitioner who diagnosed the disease must be provided.
3. To meet immunity requirements by laboratory confirmation: A laboratory report with results indicating laboratory confirmation of disease or serologic immunity must be provided.

Attachment F: DSOHF Policy IC 182 AL Attestation Form for New Hires

PUT ON FACILITY LETTERHEAD

Division of State Operated Healthcare Facilities

Required Vaccination Policy Attestation Statement

By signing this document, I attest that I, _____,
(Print Name)

have read DSOHF Policy IC 182 Required Vaccination for DSOHF Employees and Others Who Work in DSOHF Facilities AL and understand that:

1. I must comply with DSOHF Policy IC 182 AL as a condition of continued employment and the failure to do so, may result in separation from employment or disciplinary action, up to and including dismissal.
2. I must complete an Employee Immunization Screening prior to start date. The Immunization Screening and Form may be completed by a designated facility or my private physician. If completed by my private physician, I must provide the results to [Name of Facility] Employee Health Service.
3. By the date of hire for COVID-19 vaccination and 4 months of the date of hire for all other immunization requirements (unless an earlier requirement is set by State or federal law), either: a) meet all immunization requirements and provide proof of immunity as specified in **Attachment E**, or b) apply for and obtain exemption for the required vaccination(s).
4. At least **15 days** are required for review of any exemption request. If I wish to apply for a medical or religious exemption to the vaccination requirement, I must apply at least 15 days prior to any applicable deadline.

Signature

Date

Please return signed attestation form to your supervisor.

ATTACHMENT K: DHHS CONTRACTORS HANDBOOK

**DHHS
Environmental, Health, and Safety
Handbook for Contractors**



1. PURPOSE AND SCOPE

The purpose of this handbook is to:

- a. Provide DHHS contractors and subcontractors with an overview of environmental, health, and safety procedures. In the event of questions regarding these policies or procedures, contact the facility Maintenance Director or Environmental Health and Safety Specialist (EH&SS).
- b. Provide a safe and healthy environment for staff, patients, residents, clients and visitors to work, live, and visit.
- c. Ensure DHHS contractors comply with current OSHA standards, National Fire Protection Association (NFPA) codes, National Fire Codes (NFC), emphasizing NFPA 101, Life Safety Codes, and environmental regulations.
- d. The information contained in this handbook is not all-inclusive nor does it supersede any federal, state, or local regulations governing contractor work. When the information contained in this handbook is less stringent than applicable regulations, contractors are required to adhere to those regulations.

2. PROGRAM OBJECTIVES

Expected results of this program are:

- a. Hazardous materials will be controlled.
- b. Unsafe or unhealthy conditions reported by staff, patients, residents, clients, or visitors will be examined and corrected when appropriate.
- c. Fire losses will be reduced through prevention and control strategies, evacuation planning, and maintenance of fire suppression equipment.
- d. Work-related accidents and injuries will be prevented.
- e. Personal protective equipment will be worn when necessary.

- f. Safety, fire safety, environmental compliance, and sanitation inspections will be conducted regularly.

3. STANDARDS REFERENCED

Occupational Safety and Health Administration (OSHA)
National Fire Protection Association (NFPA)
Environmental Protection Agency (EPA)
Department of Environmental Quality (DEQ)
Joint Commission/CMS
American National Standards Institute (ANSI)
American Congress of Governmental Industrial Hygienists (ACGIH)

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Chapter 1. ADMINISTRATION

A. PURPOSE

The Department of Health and Human Services, through its safety policies, aims to create a safe, healthful environment for patients, residents, clients, staff, visitors, and others in DHHS facilities. Each facility/division/office must comply with the most recent codes, standards, and regulations; the following are referenced in this policy:

Occupational Safety and Health Administration (OSHA)
National Fire Protection Association (NFPA)
Environmental Protection Agency (EPA)
The Joint Commission/CMS
American Society for Testing and Materials (ASTM)
American National Standards Institute (ANSI)
American Congress of Governmental Industrial Hygienists (ACGIH)
Division of Health Service Regulation
Department of Environmental Quality
North Carolina Building Codes

B. RESPONSIBILITIES

1. Safety Programs Manager

Reports to the Director, DHHS HR, on issues related to occupational safety, fire safety, and environmental health issues.

2. Environmental Health and Safety Specialist (EH&SS)

Oversees occupational safety, environmental compliance, and fire protection programs.

3. Executive Leadership/Management

Provide a workplace free from recognized hazards.
Establish and maintain health and safety programs.
Ensure that sufficient resources are available to support the programs.
Ensure compliance with this policy, health and safety programs, and all applicable legal requirements.

4. Contractors/Subcontractors

Adhere to standards in 29 CFR 1910, OSHA General Industry Regulations, and where applicable 29 CFR 1926, OSHA Construction Industry Regulations.
Ensure safety procedures in this handbook are followed and implement corrective actions as needed.
Train staff in safe practices.
Familiarize themselves with hazards associated with particular sites, jobs, or the physical surroundings of employees.
Promptly and accurately report and record work-related accidents, injuries, illnesses, and their causes.

CHAPTER 1. ADMINISTRATION

5. Non-Supervisory Workers

- Perform their duties in the safest possible manner.
- Comply with regulatory agencies and division/facility/office policies.
- Immediately report hazards or unsafe acts to supervisors.
- Report accidents, injuries, and illnesses to supervisors.

C. CESSATION OF WORK

If the contractor's work is hazardous to employees or patients, or if any parts of these guidelines are not followed, DHHS reserves the right to immediately cease work under contract and/or terminate the contractor's work.

D. MINIMUM AGE REQUIREMENT

In accordance with North Carolina labor law, no person under the age of 18 is permitted to perform work at a DHHS facility.

E. REPORTING HAZARDS

Any employee who believes that an unsafe or unhealthful condition exists in a workplace where he/she is employed, has the right to report the unsafe or unhealthful working condition to the EH&SS or directly to OSHA, NC Department of Labor.

Chapter 2. HEALTH AND SAFETY

A. GENERAL REQUIREMENTS

It shall be a condition of each contract which is entered into for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work, require any employee (laborer, tradesman, mechanic, etc.) employed in the performance of the contract, to work in surroundings or in working conditions, which are unsanitary, hazardous, or dangerous to his health or safety.

Management will not permit employees or contractors to take an unnecessary risk in order to complete any job. Contractors are required to actively participate, through frequent inspections of the job site, in the identification and correction of unsafe acts or hazardous conditions. Hazards must be reported to the site contact or EH&SS immediately so corrective actions can be taken.

B. REPORTING OF OCCUPATIONAL INJURIES

Any contractor performing work on site is responsible for reporting all occupational injuries that occur while onsite, no matter how minor the injury. All injuries will require the contractor to complete an accident investigation report which will also be sent to the contracted worker's employer.

Injuries are to be reported to the site contact and the EH&SS before the end of business on the date of injury. If your employee is severely injured, immediately notify the EH&SS.

C. EMERGENCY PROCEDURES

1. Fire/Evacuation

In the event of an emergency which requires the total evacuation of all the buildings, the fire alarm system will sound. Upon hearing this, immediately stop all work which is being performed and proceed to the nearest emergency exit. Once outside, proceed to the facility's rally point and await further instructions from your site contact or a member of the management team. Staff, management, contractors or patients are not allowed back into the facility until the all clear is given by the Incident Commander.

If you identify an emergency which requires the total evacuation of the building, proceed to the nearest office and notify anyone you can find of the situation, then proceed outside, go to the nearest rally point and await further instructions from your site contact or management.

CHAPTER 2. HEALTH AND SAFETY

2. Severe Weather

In the event of severe weather which requires the sheltering of employees, patients and contractors, a broadcast announcement will be made. Shut down all work processes and proceed to the designated shelter area. Remain there until the "all clear" is announced. If you are unsure of the location of the shelter area, ask your site contact when you come onto the property.

3. Medical

If an injury occurs while onsite, immediately notify the EH&SS or a member of the management team.

In the event of a medical emergency, notify a staff member who will then activate the internal response team. The response team is trained in First Aid, CPR, and the use of an AED (automatic electronic defibrillator).

After initial first aid is administered by the response team, medical treatment for all other injuries will be handled by professional medical responders. Medical treatment for non-life threatening injuries will be determined by the Contractor's company policies and procedures.

DHHS employees, including management, are not permitted to transport any injured employee, patients, or contractors to a medical treatment facility under any circumstance. Transportation of injured persons must follow the Contractor's company protocols or will be done by professional medical responders.

4. Chemical Spills

If a chemical spill occurs while onsite and the spill is directly caused by the work being contracted, immediately report the spill to Plant Ops and/or the Environmental Health and Safety Specialist. The internal response team will provide specific instructions which may include evacuation of the area or the building. Contractors are responsible for following these instructions without delay.

If a chemical spill is identified while working onsite, immediately notify the maintenance staff, EH&SS, or any other employee. That individual will activate the internal response team who will determine the appropriate response.

D. DRUG-FREE WORKPLACE

DHHS has established a drug free workplace for its employees and patients. Following any workplace injury, you will not be permitted to work on site until confirmation of a negative drug/alcohol screen (no drugs/alcohol detected during the test) has been confirmed by your employer.

It is strictly forbidden to be in possession or to consume alcohol or drugs while on DHHS property. This may result in referral to appropriate law enforcement agencies and removal from the property.

CHAPTER 2. HEALTH AND SAFETY

E. SMOKING AND E-CIGARETTES IN THE WORKPLACE

For DHHS healthcare facilities within the Division of State Operated Healthcare Facilities (DSOHF), the use of tobacco products and e-cigarettes is strictly prohibited on the property and within the buildings.

F. WEAPONS AND FIREARMS

With the exception of the police, possession or carrying of weapons of any kind is prohibited on DHHS property. This includes any form of weapon or explosive, all firearms, knives with blades exceeding four inches.

This weapons prohibition will extend to contractors who are in possession of a valid concealed weapon permit as authorized by federal or state law. Failure to comply with this policy will result in termination of service agreement and possible permanent removal from the facility approved vendors list.

G. FOOD AND DRINK

All food consumption must occur in a designated area such as a cafeteria, break room or outside of the building. Drinks are permitted indoors if they have a screw top lid attached. All associated trash must be properly disposed.

H. PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

1. Eye Protection

Protective eye and face equipment is used in compliance with [29 CFR 1910.133](#). Safety glasses must be stamped with the ANSI Z87 or Z87+ designation.

Safety goggles must be worn while performing work which could result in an eye injury without proper eye protection PPE.

2. Hearing Protection

Hearing protection with a noise reduction rating of at least 25 dBA must be worn for any work where the noise level exceeds 90 dBA while the work is being done.

3. Respiratory Protection

When airborne exposures exceed or are anticipated to exceed OSHA levels (action level or permissible exposure limit), or while engineering controls are being instituted, respirators are used per [29 CFR 1910.134](#), requiring a written program governing the selection and use of respirators, and areas/conditions where use is mandatory. The contractor must ensure that a respiratory protection program is in place and that any contracted employees required to wear a respirator have been trained and fit tested for the type respirator that they will be required to wear for the job. Evidence of training and fit testing is provided to the Plant Operations Director or the EH&SS.

CHAPTER 2. HEALTH AND SAFETY

4. Foot Protection

Safety shoes meeting requirements of the American Society for Testing and Materials (ASTM) are required in foot hazard areas per [29 CFR 1910.136](#). Safety shoes or boots meeting the ANSI Z41 requirements (or equivalent) must be worn when working with any rolling equipment or working with heavy loads.

5. Head Protection

Head protection must be worn when there is a potential for injury from falling objects and must be stamped with any of the following consensus standards: ANSI Z89.1-2003, ANSI Z89.1-1997 or ANSI Z89.1-1986.

6. Fall Protection

If needed, fall protection is provided and used in compliance with [29 CFR 1926.501](#). It is the duty of the contractor to ensure fall protection is available for all employees working at an elevation of 6 or more feet. This includes all work in aerial lifts, whether the basket has been elevated or not. Fall protection systems shall meet the criteria and practices set forth in [29 CFR 1926.502](#).

A copy of the written site-specific fall protection plan must be provided to the EH&SS for review.

Each contractor must follow the training requirements in [29 CFR 1926.503](#) and provide training for each employee who might be exposed to fall hazards.

7. Clothing

Jewelry is not permitted and must be removed while working.
Hooded or loose clothing is not permitted.

8. Additional requirements may be added based on hazard assessments and the type of work being performed.

I. USE OF FACILITY EQUIPMENT

Contractors are required to furnish their own tools and equipment while onsite. Use of facility property will be permitted only with specific authorization from the maintenance director or Management. This includes powered tools, lifts, hoists, computer equipment, etc.

J. CONFINED SPACE ENTRY

Entry into any permit required confined space (PRCS) on site at the facility requires the issuance of a confined space permit. Confined space entry is conducted in accordance with [29 CFR 1910.146 Subpart J](#).

Unless specifically contracted to perform work in a PRCS, contractors may not enter these areas for any reason. Those who are contracted to perform work in a PRCS must provide all necessary confined space equipment, including air monitors, rescue equipment, and forced air equipment.

CHAPTER 2. HEALTH AND SAFETY

Contractors entering a PRCS will be required to supply a copy of their written confined space program and follow their company's confined space entry procedures. Procedures must meet all of the requirements in [29 CFR 1910.146 Subpart J](#). Procedures may be presented to the site contact, the Maintenance Director, or the EH&SS and will be subject to review prior to entry into a PRCS.

K. LOCKOUT/TAGOUT

Lockout/tagout (LOTO) procedures are required for work on equipment where unexpected energization may occur. Work on any energized or potentially-energized equipment without performing proper LOTO will result in immediate cessation of work. LOTO procedures must comply with [29 CFR 1910.147 Subpart J](#).

Activities requiring LOTO must be communicated to the site contact prior to locking out any device or equipment. At that time, contractors will be required to supply a copy of their written LOTO procedures and will be given a copy of the facility's LOTO program. The contractor is required to follow the requirements of the more stringent LOTO program and must supply all locks, tags, and devices which will be used to perform LOTO during the service and maintenance of equipment.

L. BARRICADES AND CHUTES

When it is necessary to barricade an area for an excavation, open manholes, overhead work, or to protect personnel from hazardous operations or moving equipment, the contractor is required to use barricades. Barricades must be erected before the work requiring the barricade begins. All excavations, open manholes, etc. must be closed or protected to prevent entry when work stops or at the end of each work day. Even with barricades in place, nothing is to be thrown from an elevated area, such as out of windows or off the top of a building. Chutes must be installed for this type of work. All barricades and chutes must be removed from the job site once work has been completed.

M. SCAFFOLDS

Scaffolds must be built of sound material and properly supported on firm footing. All scaffolds must meet the requirements of 29 CFR 1926.451 and ANSI/ASSE A10.8-2011. The scaffolding platform must be equipped with standard 42-inch-high handrail with mid-rail and four-inch toe board. Scaffold boards and runways must be kept clear of debris and secured as necessary to prevent movement.

All scaffolding must be inspected and tagged by a competent person prior to use. **This inspection must be documented and a copy given to the facility EH&SS.**

Employees who perform work while on a scaffold must be trained by a qualified person to recognize the hazards associated with the type of scaffold being used and the procedures to use to control/minimize those hazards. The training shall meet the

requirements set forth in [29 CFR 1926.454](#) and documentation of training is provided to the EH&SS.

N. AERIAL LIFTS

Aerial lifts must be inspected and operated in accordance with [29 CFR 1910 Subpart N](#), including extendible boom platforms, aerial ladders, articulating boom platforms, vertical towers and a combination of any such devices.

O. LADDERS

Ladders are to be inspected before use and the inspection must be documented. The documented inspection is subject to review by the EH&SS.

P. ELECTRICAL SAFETY

Contractors shall provide adequately insulated tools and equipment for the safe performance of electrical work. Metal, non-conductive parts must be grounded. Ground fault circuit interrupters (GFCIs) must be used with all portable hand tools and extension cords. Extension cords must be inspected for damage before use; any damaged insulation beyond minor nicks shall be taken out of service. Tools with damaged electrical cords may not be used. If electrical cords are passed through windows or doorways, the cords must be protected from damage.

All electrical work will be performed by trained and qualified electrical workers only, and all electricians must follow the guidelines found in NFPA 70E and [29 CFR 1910.331](#) through [1910.335](#).

Contractors must never leave electrical panels, boxes, cabinets, or other energized parts open when they are not directly attended. All energized parts must be insulated when their covers are removed. The use of wood or cardboard to cover live circuits is strictly prohibited.

Q. HAZARD COMMUNICATION

Contractors are required to provide safety data sheets (SDS) for every chemical, as defined in [29 CFR 1910.1200](#), which will be brought onsite, including materials which are contained inside the equipment being used or installed.

All containers of hazardous materials, including flammable, caustic, and toxic chemicals, brought on site must be clearly labeled and stored properly while the chemical is on the property and must be removed by the contractor in accordance with DOT regulations when the job is complete. A list of all of chemicals that a contractor is bringing on site and the safety data sheets (SDS) for each chemical must be made available to the EH&SS for review before the chemical is used on site.

R. EXCAVATIONS/TRENCHING

CHAPTER 2. HEALTH AND SAFETY

These activities must be approved by the Plant Operations Supervisor and EH&SS and are conducted per [29 CFR 1926 Subpart P](#).

S. HOT WORK PERMITS

All hot work, including welding, requires the issuance of a hot work permit. The contractor must notify the site contact to obtain this permit prior to the start of any hot work. All combustible and flammable materials must be removed from the area or adequately protected to prevent accidental ignition.

Any contractor brought onsite to perform welding, cutting, grinding or brazing work is required to follow all of the requirements found at [29 CFR 1910.252](#).

Fire extinguishers have been placed throughout the DHHS facilities and are available for use during any hot work activity on site as long as the extinguisher is replaced once the work is completed. Only those persons who have been properly trained on how and when to use a fire extinguisher may use them. **(THEY DO NOT USE OUR FIRE EXTINGUISHERS)**

All hot work requires that the contractor perform an inspection of the area where the hot work was performed no less than 30 minutes after the job is complete. The inspection is signed by the contractor and again after one hour by Plant Operations staff or the EH&SS. The completed inspection and a copy of the hot work permit will be kept on file.

T. LEAD

Projects involving lead must comply with Federal, state, and local laws and regulations. Guidelines from [29 CFR 1926 Subpart D](#), Lead Exposure in Construction, are the minimum standards for operational and maintenance procedures. Only those who have received training and follow proper health and safety rules and requirements may work on projects where lead-contaminated materials are found.

U. ASBESTOS

1. General

If a substance to be worked is suspected of containing asbestos, it is handled as such until proven otherwise by laboratory analysis. At no time is known or suspected asbestos-containing material removed or disturbed without the approval of the EH&SS and the Plant Operations Supervisor.

2. Respirators and Protective Clothing

Work involving known or suspected asbestos-containing materials requires (at a minimum) half-face respirators with filters and disposable coveralls.

3. Removal/Demolition

Removal/demolition projects involving asbestos-containing materials adhere to [OSHA 29 CFR 1926.1101](#) and [EPA 40 CFR 61 Subpart M](#) (National Emission Standard for Hazardous Air Pollutants), and state and local requirements.

As required by [40 CFR 61 Subpart M](#), the Regional EPA Asbestos Coordinator or governing state environmental agency is notified in writing at least 20 days before the start of an asbestos removal or demolition project. A copy of the notification is kept by Plant Operations.

V. COMPRESSED GAS CYLINDERS

Contractors shall determine that compressed gas cylinders under their control are in a safe condition to the extent that this can be seen by visual inspection. All compressed gas cylinders that are under the control of the contractor while being handled, stored or utilized shall do so in compliance with [29 CFR 1910.101](#).

W. TRENCHING AND EXCAVATIONS

All excavations, including trenches, must be made in accordance with [29 CFR 1926, Subpart P](#), including Appendix A, B, C.

X. HOUSEKEEPING

Contractors are expected to maintain a clean and organized work area at all times. All debris, scrap materials, tools, and equipment must be cleared from the worksite at least daily.

Walkways, aisle ways, exit doors, stairs, electrical panels, fire extinguishers, and eyewashes are to be kept unobstructed at all times. Should the task being performed require obstruction of any of these items, authorization must be obtained from the Plant Operations Director or EH&SS before creating the obstruction. All clean up material and debris removal is the responsibility of the contractor unless other arrangements were agreed upon prior to the start of the project.

Y. EYE WASH STATIONS AND SHOWERS

An eye wash station and shower is provided at battery charging stations, in areas where caustic chemicals are dispensed, or in other areas covered under [29 CFR 1910.1030](#).

Chapter 3. ENVIRONMENTAL COMPLIANCE

A. POLICIES AND PROCEDURES

DHHS promotes energy conservation, reducing solid waste, recycling waste materials, using environmentally friendly products, and educating employees regarding the need to protect the environment.

DHHS facilities commit the resources needed to maintain compliance with all applicable laws, regulations, permits, and agreements. Operating practices and emergency preparedness programs are implemented and maintained to minimize the risk of impact to our employees, patients and contractors.

Contractors working at DHHS facilities are expected to perform all work in an environmentally-responsible manner. Contractors are responsible for communicating any issues that may arise as a result of the work you are performing.

B. WATER

Contractors are not permitted to pour any chemical or waste material down a sanitary or exterior storm drain. This action will result in immediate removal from the property and may result in referral to appropriate enforcement agencies for prosecution.

If at any time the work being performed results in a release of a hazardous substance into a sanitary or exterior storm drain, the site contact, Plant Ops or EH&SS must be informed immediately. Attempts must be made to stop and contain any release and prevent entry into a drain.

If at any time it becomes necessary to "tap" into the potable water source, back flow prevention devices must be installed in a manner that prevents contamination of the water source.

C. AIR

If at any time the work being performed results in a release of a hazardous substance into the air, the contractor must immediately notify the Plant Operations Director or EH&SS.

1. OZONE-DEPLETING SUBSTANCES (ODS)

The contractor ensures that any person performing work which involves the transfer of ozone-depleting substances (ODS), including servicing of refrigeration and air condition units, has a certification card indicating he/she has completed EPA-required training. Use of ODS and equipment used to recycle or recover ODS must comply with [40 CFR 82.162](#). All attempts must be made to stop and contain any releases of an ozone-depleting substance into air.

D. SOLID WASTE DISPOSAL

Contractors are responsible for removal of refuse resulting from their work. Refuse includes garbage, rubbish, and other putrescible and non-putrescible solid waste,

CHAPTER 3. ENVIRONMENTAL COMPLIANCE

except the solid and liquid waste discharged into the facilities' sanitary sewer system. Garbage and refuse are collected and removed as often as necessary to maintain sanitary conditions and to be consistent with Infection Control procedures.

Since methods for handling and disposing of refuse affect the local environment, compliance with local and State requirements is essential ([NCDEQ Solid Waste Management Law](#)).

Open dumping of solid waste, such as construction debris and discarded furniture and appliances, is prohibited.

E. UNIVERSAL WASTE GENERATION, STORAGE, AND DISPOSAL

The following are disposed of as universal waste:

- Lamps: fluorescent (including green-tip fluorescent), high intensity discharge, neon, mercury vapor, high pressure sodium, metal halide
- Batteries designed to receive, store, and deliver electricity.
Exception: lead acid batteries handled and reclaimed under 40 CFR 266.80
- Mercury-containing equipment; i.e., thermostats, thermometers
- Pesticides (including unused commercial products and waste)

Universal waste is stored and disposed in compliance with the [North Carolina Standards for Universal Waste Management](#). Crushing fluorescent tubes is prohibited in North Carolina.

F. USED OIL GENERATION, HANDLING, STORAGE, AND RECYCLING

Used oil is handled and stored per EPA 40 CFR 279 and state regulations. ([NCDEQ Standards for the Management of Used Oil](#)). A contractor that generates used oil is responsible for handling, storage, and recycling.

Chapter 4. SECURITY

A. FACILITY ACCESS

Upon arrival at the facility, contractors and their workers will be required to sign in at the front desk; identification badges may be provided. If an identification badge is provided, it must be displayed at all times while onsite. If a parking permit is required, it will be provided at this time.

Contractors and their employees who leave the facility for any reason must return their identification badges and sign out, then sign in again upon returning to the facility.

B. SECURITY SYSTEM

Security surveillance devices have been installed at Cherry Hospital for the purpose of employee and patient protection; protocols exist to protect employees and patients from certain incidents that may occur. Contractors must comply with all requests in regards to security.

C. VEHICLE PARKING

Contractors must park construction vehicles in accordance with facility policies and instructions. Parking areas may be changed as needed based on the facility needs and the needs of the construction project.

D. SPEED LIMIT

Contractors are expected to adhere to the posted speed limit.

E. PROPERTY SEARCH

Management reserves the right to search all contractor's toolboxes, lunch boxes, and vehicles at any time.

F. PROPPING DOORS

Cherry Hospital keep doors around the exterior of the building locked at all times for security reasons. These doors are not to be propped open unless required in order to perform your specific work assignment, and only when given specific authorization from the Plant Operations Director or EH&SS.



DHHS CONTRACTOR'S HANDBOOK Acknowledgement

This handbook describes important information for contractors working at DHHS facilities. I understand that I am responsible for reading the handbook, familiarizing all persons who are employed with my company to perform work at this site, and adhering to all of the facility's policies and procedures whether set forth in this handbook or elsewhere. I further understand that we may consult with the Plant Operations Director, Environmental Health and Safety Specialist, or facility Management regarding any questions pertaining to these policies or procedures.

I acknowledge that this handbook is neither a contract nor a legal document. I have received the handbook, and I understand that all persons representing my company must comply with the policies contained in this handbook and any revisions made to it. I acknowledge that failing to comply with the policies set forth may result in my company's removal from the site and may lead to the termination of all work being performed.

An authorized representative from the contracted company must complete the information below. This form must be completed, signed, and returned to the facility Management prior to the commencement of work.

Printed Name:	
Title:	
Company:	
Signature:	
Date:	