



Ascension

**Ascension Sacred Heart Pensacola
Pensacola, Florida**

Request for Proposal (RFP)

**Security Screening/Detection Equipment for
FY23 Nonprofit Security Grant Program**

This document, all materials incorporated herein or by reference, and all matters related to this Request for Proposal shall remain confidential and safeguarded in accordance with in-place Non-Disclosure Agreement(s). Compliance will be enforced to the fullest extent of the law.

Summary of Request

On behalf of Ascension Sacred Heart Health Pensacola (“Owner”) in Pensacola, Medxcel (“Medxcel”) is seeking proposal responses from security system providers for participation in the installation of 1 screening/detection equipment. (“Project”).

The terms of the RFP process and the steps and processes set forth herein are subject to change at the discretion of Medxcel and the Owner. Nothing herein, including the business’s response to or participation in the RFP process, shall be deemed or construed as a right to, or promise of, any contract award or business from or with Ascension Health and/or its Subsidiaries, Health Systems, and Hospitals. Once we receive the intent to respond to this RFP, firms will be held to all statements of capability, functionality, process, and timelines or through any other correspondence.

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

Vendors are requested to send the Vendor Response Form and Material Proposal no more than 14 business days from the posting.

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

Charles Mallett
Director of Security
Ascension Sacred Heart
Jacksonville, FL 32204
charles.mallett@ascension.org

AND

Katie Brymer
National Manager, Programs and Grants
Medxcel
Indianapolis, IN
katie.brymer@medxcel.com

Responses shall be transmitted via e-mail, following the instructions below, no later than 03/21/2025. Submissions received after this time will not be considered.

Submission Instructions:

Subject: Ascension Sacred Heart Health Pensacola FEMA NSGP FY23 Project – RFP Response – *Business Name*

Attachments: ASHP FEMA NSGP FY23-RFPResponse-Proposal.pdf

Scope of Work and Material Lead Times

Medxcel seeks to contract directly for procurement with a selected Vendor and its key individuals to achieve the Project goals.

The Project

The Project shall be delivered in alignment with the Proposal and Service Agreement. The Service Agreement will be executed with the terms, conditions, and fee schedule without negotiation. In addition to the service agreement contract documents, Required Federal Contract Provisions and FEMA Debarment Form will be included in the required contract documents; see attachments. These documents must be signed.

- Attachment Flowdown Terms – Required Federal Contract Provisions – Feb 25, 2025
- Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

Statement of Purpose

This Scope of Work (SOW) is to purchase and install one screening/detection equipment. The work will occur at Ascension Sacred Heart Pensacola, in Escambia County, and it will be funded through the Nonprofit Security Grant, as approved by the Florida Department of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA).

The Subrecipient, Ascension Sacred Heart Pensacola, agrees to administer and complete the project per the scope of work submitted by the Subrecipient and subsequently approved by the Division and FEMA. The Subrecipient shall complete the work following all applicable Federal, State, and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Nonprofit Security Grant Program project, the Subrecipient proposes to complete the project located at 5153 N 9th Ave, Pensacola, FL 32504 (30.478204980780408, -87.21131641534163).

The equipment type is Evolv Weapons Detection (pictured).



Project Implementation Team

The Project Implementation Team will be the key stakeholders in optimizing project results by providing clear paperwork, oversight, and management throughout the project's start-to-finish delivery. Please outline team members using the Vendor Response Form on page 6.

Qualifications Submission

Medxcel and Ascension request that responses be composed in the following formats and address the following qualifications. For file naming conventions, refer to page 3.

- A. **Required:** One (1) electronic (PDF) copy of a two-sided single-sheet document on A3 paper (11"x17", Ledger) addressing the business's qualifications regarding the following topics and addressing the key attributes and qualifications as identified earlier in this document (enumerate answers in alignment with the following):
1. Determinants to project success,
 2. Budget development, scope and cost alignment, constructability, market engagement, logistics planning, and technology,
 3. Approach to project cost control methodology,
 4. Responsiveness to owner's concerns,

5. Showcase similar project achievements

- B. **Optional:** A supplemental five-page (8 ½” x 11” size) electronic (PDF) document may be submitted to supplement and support the firm’s accomplishments and attributes.
- C. **Optional:** A supplemental five-page (8 ½” x 11” size) electronic (PDF) document may be submitted to supplement and support the collective individuals’ accomplishments and attributes.

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

Selection Process

The Director of Security will review proposals and quotes and decide on the vendor.

RFP Bid Scoring

Cover Sheet and Firm Information	y/n
Assigned Personnel and Experience	5
Previous Experience with Size and Project Scope Completed	5
Projected Materials Lead Time and Current Orders	35
Cost Proposal	55

RFP Timeline for Selection Process

Milestone	Anticipated Date
RFP Posted	03/03/2025
Vendor Pricing Submission	03/21/2025
Owner Review	03/24/2025
Notification of Award	03/31/2025



Vendor Response Form

Please complete this form after the Vendor reviews the drawings and specifications sent after the Notice of Intent.

Project Name	Ascension Sacred Heart Pensacola – FY23 NSGP
Grant Program	FY23 Nonprofit Security Grant

Submitted By

Vendor Name	
Address	
City	
State	
Zip	
Phone	

Vendor Questions

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

Project Implementation Team

Lead Sales Representative: _____

Account Manager/Main Point of Contact _____

Purchase Order Pricing and Lead Times

Material Total (not including freight or any other Non-Taxable Items):

\$ _____

Material Delivery from Purchase Order Receipt

_____ Weeks

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

Attachments

- 1) Grant Provisions and Required Documentation – 02/25/24**
- 2) Specifications of the equipment**

ATTACHMENT FLOWDOWN TERMS
Required Federal Contract Provisions – Feb 25, 2025

1. Equal Employment Opportunity

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

2. DAVIS-BACON ACT **Does not apply to Public Assistance Projects**

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

Compliance with the Davis-Bacon Act.

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

3. Copeland “Anti-Kickback” Act.

Compliance with the Copeland “Anti-Kickback” Act.

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

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

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

4. Contract Work Hours and Safety Standards

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The grant recipient or subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

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

The contractor agrees to report each violation to the non-federal entity entering into the contract and understands and agrees that the non-federal entity entering into the contract will, in turn, report each violation as required to assure notification to the the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation and understands and agrees it will, in turn, report each violation as required to assure notification to Medxcel and the appropriate Environmental Protection Agency Regional Office.

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

6. Suspension and Debarment

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

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

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification (See Exhibit 1). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of

Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

9. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

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

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

10. Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

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

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

(c) *Exceptions.*

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

(d) *Reporting requirement.*

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

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

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

11. Access to Records

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

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

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

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

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

12. DHS Seal, Logo, and Flags

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

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

This is an acknowledgment that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal, state, and local policies, procedures, and directives.

14. No Obligation by Federal Government

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

15. Affirmative Socioeconomic Steps

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

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

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

17. Domestic preferences for procurements.

§ 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.



Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

1. Priority and Conflicts. The terms and conditions ("Terms and Conditions") listed herein shall be in effect unless superseded by a fully executed binding written agreement active and in force on date of the purchase order ("PO") between (a) the parties listed on this PO; (b) the Buyer's health ministry and Vendor; (c) Ascension Health Resource and Supply Management Group, LLC, in its capacity as a group purchasing organization in which Buyer is a participant, and Vendor; or (d) Ascension Health Alliance or Ascension Health - IS, Inc. d/b/a Ascension Information Services, contracting on behalf of its affiliates of which Buyer is one, and Vendor for the products and services listed on this PO; in such cases the terms and conditions of such written agreement shall take precedence and these Terms and Conditions shall not apply. Vendor's additional or different terms, including any "shrink wrap license" bundled with the products and services or any "disclaimers" or "click to approve" contained in or provided in connection with the products or services, or any attempt by Vendor to vary any of these Terms and Conditions is objected to and rejected and shall be deemed a material alteration. These Terms and Conditions shall be deemed accepted by the Vendor without any additional or different terms unless agreed to otherwise in writing by Buyer.

2. Price. Except as set forth herein, Vendor agrees to hold firm throughout the term of these Terms and Conditions the pricing set forth on the PO. Vendor warrants that the price for the products or services including discounts and rebates is no less favorable than those prices extended to any other customer. In the event more favorable pricing is made available to another customer, Vendor will also reduce its prices offered to Buyer. Vendor warrants that prices are complete and that no additional charges of any type shall be added without Buyer's prior written consent including, but not limited to charges for shipping, packaging, labeling, storage, cartage, insurance, taxes, brokerage fees, custom duties, and surcharges of any type.

3. Delivery. Products to be shipped by Vendor shall be shipped FOB Destination. "FOB Destination" shall mean that (a) title and risk of loss to the products shall not pass to the Buyer until the products are delivered and signed for at the designated shipping destination; and (b) the Vendor will be responsible for paying all applicable freight charges of the commercial carrier. Vendor shall remain responsible for the condition of products in transit, insurance, and filing claims with the commercial carrier. Vendor shall also be responsible for placing the assigned PO number of the Buyer in the customer reference field of the shipping manifest. Buyer shall not incur, or otherwise be liable for transit-related fees, including, but not limited to freight charges and handling fees, unless the Vendor receives prior written authorization from the Buyer to incur such fees, and, in such instance, Vendor shall use Buyer's designated carrier and applicable shipping number. Shipping charges for all freight-included products shall be negotiated between the Buyer and the Vendor. If shipping charges do not apply to this order, please ship via Vendor's preferred method. If prepay and add shipping charges contractually apply to this order, please use the following instructions:

If this PO would ordinarily be shipped via small package carrier, ship via FedEx and bill third party to FedEx #768576394, FOB Destination. If this is a non-expedited order, ship via FedEx Ground. If this is an expedited order, ship via FedEx Express using the service level required to meet the delivery date. Insert Buyer's PO# in Recipient Address Line 2 Field (or) the Attention Field. If the PO is for product with a combined weight exceeding 150lbs or is for products not ordinarily shipped via small package carrier call 844-875-7444 or email LTL@vantagepointlogistics.com to schedule the pick-up and delivery of the items.

4. Cancellation, Acceptance and Returns. Buyer may, upon written notice to Vendor, change shipping and delivery instructions, cancel or reschedule this PO, with or without cause, in whole or in part, at any time upon written notice to Vendor. Buyer's sole liability upon any such termination shall be limited to: (a) the unpaid purchase price of the products (otherwise conforming to the requirements of this PO) that have been delivered or shipped to Buyer on or before the date of cancellation and (b) any services that have been performed by Vendor prior to the date of cancellation notice. Any other modifications must be in writing signed by Buyer and Vendor. Following performance of any services, Vendor shall certify in writing that the services are ready for acceptance review. With Vendor's assistance, Buyer shall, within thirty (30) days after receipt of such certification, conduct acceptance review, which means to review the work product of the services and/or any software provided to determine whether the services and/or software, as applicable, provided meet the specifications and perform the functions identified in the applicable PO or other document defining the services and/or software to be

rendered. In the event the services and/or software fail to fulfill the specifications, Vendor shall re-perform the services or correct, modify or improve the software, as applicable, without additional cost to Buyer. Buyer shall have thirty (30) calendar days from the date of delivery within which to inspect products delivered hereunder. During such thirty (30) day inspection period, the Buyer may, in its sole discretion, reject such products based on shipping damage or any inconsistency with these Terms and Conditions, failure to comply with law or failure to meet the quality or safety rules or procedures of the Buyer. In the event the Buyer rejects such product, the Buyer shall have the right to return the product to Vendor. Vendor agrees to absorb all costs of shipping and Buyer shall receive a full credit of purchase price or a replacement product shall be shipped to Buyer with any applicable shipping fees waived. Buyer is not obligated to pay and Vendor shall not attempt to charge for any ancillary fees including, but not limited to handling, packaging or dunnage. Nothing contained in this section shall preclude the Buyer from pursuing any other remedies available at law or in equity. Delivery of products shall not constitute the acceptance of the Products.

5. License Grant. In accordance with these Terms and Conditions, Vendor grants to Buyer and Buyer's Affiliates a nonexclusive, sublicensable, irrevocable, worldwide license to the software and documentation for access and use by the Authorized Users. The term of the license shall be the license term identified on the Vendor invoice associated with this PO or if none, perpetual. "Affiliate" means, with respect to any specified entity, any entity that directly or indirectly controls, is controlled by or is under common control with such specified entity. An entity shall be deemed to control another entity if such first entity has the power, directly or indirectly, to direct or cause the direction of the management or policies of such other entity, whether through ownership of voting securities, by contract, or otherwise. "Authorized Users" means individuals designated as authorized to access and use the software and documentation on behalf of Buyer and Buyer's Affiliates.

6. Warranties and Recalls. Vendor represents and warrants that it has and shall continue to have for the term of these Terms and Conditions, good title to the products (which for purposes of this Section 6 shall include software) delivered to Buyer and without violating the property rights or interests of any third party inclusive of the intellectual property contained therein. Vendor warrants that each of the products shall be free from defects in material and workmanship and shall conform to the published specifications for such product and Vendor's representations regarding the functions and uses for which the product is marketed, including without limitation fitness for the particular purposes for which Buyer has purchased the products or services. Throughout the term of these Terms and Conditions Vendor warrants and represents to Buyer that services performed by Vendor or by a permitted subcontractor or agent of Vendor shall be performed on a professional basis, consistent with the best practices in the industry and in a diligent, workmanlike, and expeditious manner. Vendor represents and warrants that: (i) no product or service will include or transmit any Malicious Code; (ii) no product or service will include any Disabling Code; and (iii) Vendor shall not invoke or cause to be invoked Disabling Code at any time, including upon expiration or termination of these Terms and Conditions or any PO for any reason, or upon any dispute, without Buyer's prior written consent. "Malicious Code" means any feature, routine, software code, script, item or device, including any computer virus, worm, trap door, back door, or time bomb, that is intended or designed to, either automatically upon the occurrence of a certain event or upon the taking of or failure to take a certain action, or at the direction or control of any person or entity: (i) disrupt the operation of any products or services; (ii) cause any data to be destroyed, altered, erased, damaged, or otherwise rendered inoperable; (iii) permit any person or entity to take control of, or destroy, alter, erase, damage, or otherwise render inoperable computers or computer networks; (iv) transmit, without knowledge and consent, audible, visual, or other data regarding activities occurring in the room in which the products or services are used or installed (other than metadata customarily recorded by products such as the products or services), (v) hinder Buyer's freedom to fully exercise its rights in connection with the products or services, or (vi) constitutes a cyber threat indicator, as that term is defined in the Cybersecurity Information Sharing Act of 2015. Malicious Code does not include any Disabling Code or functionality that is described in the documentation and that is consistent with the intended use of the products and services. "Disabling Code" means any software lock or routine for password checking, CPU serial number checking, time dependency, or similar code, in each case that (i) could disable or

otherwise disrupt Buyer's full and uninterrupted use of all or any portion of the software or services, and (ii) is designed to be invoked by Vendor. All of the warranties referenced or set forth in this section shall be in addition to all other warranties which may be prescribed by law. In addition to all other remedies available at law or in equity, in the event Vendor is deemed not to have good title to the product set forth in these Terms and Conditions, any and all purchase commitments contemplated herein shall be deemed met. If a governmental entity recalls or subjects a good to any corrective action ("Governmental Recall"), Vendor will reimburse Buyer for any costs it incurs as a result of the Government Recall. If Vendor voluntarily recalls an item for any reason ("Voluntary Recall"), Vendor shall (a) immediately notify Buyer; (b) within a reasonable time frame of the Voluntary Recall, provide a written proposal of the corrective action to be taken by Vendor as a result of the Voluntary Recall, which corrective action is subject to Buyer's review and approval; (c) perform the corrective action approved by Buyer. Additionally, within seventy-two (72) hours, Vendor shall notify Buyer if Vendor receives correspondence or notification from any governmental authority regarding the products or services, records related to services, Vendor's quality system, and/or possible audit or any other matter relating to the products or services purchased hereunder.

7. Indemnification. If a claim is made or an action brought alleging that products (which for purposes of this Section 7 shall include software) or services infringe a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, Vendor shall indemnify, defend and hold harmless Buyer against such claim and will pay resulting costs and damages, and attorney's fees. Vendor shall indemnify, defend, and hold harmless, Buyer from any and all injuries, loss, damage, costs, or expense that Buyer may incur by reason of or arising out of any claim alleging that the products were defective or gave rise to the harm caused, and from the willful, reckless and/or negligent acts or omissions of Vendor, its employees, agents or representatives; provided that (a) Buyer promptly notifies Vendor in writing of the claim; (b) Vendor has primary control of the defense and all related settlement negotiations; and (c) Buyer cooperates in such defense at no expense to Buyer.

8. Insurance. Vendor shall maintain commercially reasonable product liability, general liability and property damage insurance against any claim or claims which might or could arise regarding the products and services purchased by Buyer under these Terms and Conditions. The minimum limit of liability shall be \$3 million per occurrence and annual aggregate for product liability, and \$1 million per occurrence and annual aggregate for commercial general liability. In addition, Vendor shall maintain insurance that will protect it from claims under workers compensation statutes and regulations and other employee benefits statutes and regulations. When requested by Buyer, an insurance certificate evidencing the foregoing coverage and naming Buyer as an additionally insured, issued by an insurance company licensed to do business in the relevant state or states and signed by an authorized agent, shall be furnished to Buyer. Each of the certificates shall provide that the coverage will not be cancelled until at least thirty (30) days after written notice has been given to Buyer.

9. Payment. Payment of undisputed invoices shall be net sixty (60) days from receipt of invoice. Vendor will accept payment in the following forms: ePayables, cash, check, credit card, and electronic funds transfer. Buyer is exempt from most sales and use taxes and will not be responsible for the payment of any such taxes to Vendor if Buyer timely provides Vendor with a valid exemption certificate. If Buyer is subject to taxation, the Buyer shall pay for taxes imposed in conjunction with these Terms and Conditions, excluding foreign, federal, state and local taxes based upon Vendor's revenues, net income, number of employees, or corporate existence. Notwithstanding anything to the contrary, Vendor represents and warrants that it shall not directly or indirectly pass through any excise or similar taxes for products purchased under these Terms and Conditions subject to 26 U.S.C. 4191. Additionally, Buyer shall not be liable for any taxes related to the Vendor's income, revenues, corporate characteristics, or other supplier-related excise or similar taxes.

10. Audit. Buyer and its designated agents shall have the right to audit Vendor's provision of products or services: (a) any time that Buyer has reason to believe the amounts charged for products or services provided hereunder are not proper; (b) if it suspects or has knowledge of Vendor's non-compliance with this Agreement, any policies as required herein, or any applicable laws or regulations; and (c) without cause, not more than once annually. Vendor shall provide Buyer and its designated agents with access to Vendor systems, operations, books, records, and supporting

documentation sufficient to allow Buyer to audit Vendor as set forth in this Section. If Vendor has overcharged Buyer, Vendor shall promptly pay to Buyer the amount of the overcharge.

11. Term and Termination. These Terms and Conditions will remain in effect until terminated pursuant to the terms set forth herein. Buyer may terminate these Terms and Conditions without cause or penalty upon thirty (30) days prior written notice.

12. Force Majeure. The obligations of either party to perform under these Terms and Conditions may be excused during a period of delay caused by acts of God or by shortages of power or government orders which are beyond the reasonable control of the party obligated to perform ("Force Majeure Event"). In the event that either party ceases to perform its obligations under these Terms and Conditions due to the occurrence of a Force Majeure Event, such party shall: (1) immediately notify the other party in writing of such Force Majeure Event and its expected duration; and (2) take all reasonable steps to recommence performance of its obligations under these Terms and Conditions as soon as possible. For the term of any Force Majeure Event declared by Vendor, Buyer shall be released from these Terms and Conditions in order to procure the products and/or services from any other available source. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) days following notice by such party pursuant to these Terms and Conditions, the other party may terminate these Terms and Conditions immediately upon written notice to such party.

13. Confidentiality and Data. Each party shall keep strictly confidential all Confidential Information disclosed by the other party unless otherwise required under applicable law, regulation, stock exchange requirement or other legal process, including in any judicial or administrative proceeding. Vendor shall not access, maintain or transmit Data and Confidential Information outside of the geographic limits of the United States of America. Vendor shall use Buyer Data and Confidential Information only to fulfill its contractual obligations to Buyer under these Terms and Conditions. For the purposes of these Terms and Conditions "Confidential Information" shall mean any information furnished to one party by the other party that: (i) is marked "confidential" or "proprietary"; or (ii) which by its nature is reasonably understood to be confidential or proprietary, whether or not so marked, inclusive of Buyer's purchasing information and characteristics. The parties agree that Confidential Information shall not include; (a) information which at the time of disclosure is in the public domain, (b) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of these Terms and Conditions by the other party, (c) information that non-disclosing party can establish was in its possession prior to the time of disclosure and was not acquired, directly or indirectly, from the disclosing party, (d) information that non-disclosing party lawfully receives from a third party without any obligation to keep such information confidential, or (e) information the non-disclosing party can establish was independently developed by persons in its employ or otherwise who did not use or access the disclosing party's Confidential Information. Vendor acknowledges that Buyer is an affiliate of Ascension Health Alliance. The parties further agree that Buyer may disclose, without Vendor's consent, Vendor's Confidential Information to its facilities, Ascension Health Alliance, Ascension Healthcare, The Resource Group and their respective affiliates, subsidiaries, business partners, consultants and those third-party entities with which Buyer has an agreement requiring the third-party entity to maintain the confidentiality of such Confidential Information and to only use such Confidential Information for the benefit of Buyer. "Data" means all data or information that is obtained, developed or produced by Vendor in connection with these Terms and Conditions. Vendor shall provide data restoration services and support to Buyer if a failure of the products or Vendor's negligence results in any data being lost, corrupted, or rendered inaccessible.

14. Health Care Regulations. The parties in good faith believe that these Terms and Conditions fully comply with the provisions of 42 U.S.C. 1320a-7b (the Medicare/Medicaid "Anti-kickback Statute"). The parties are not, by virtue of these Terms and Conditions or otherwise, willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from each other for the furnishing of any item or service reimbursed under the Medicare or state health care programs. Pricing hereunder does not take into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under Medicare or a state health care program. The parties shall utilize best efforts to comply with the reporting requirements of 42 C.F.R. §1001.952(h), regarding "safe harbor" protection for

discounts under the Anti-kickback Statute. Vendor represents and warrants that any discount or rebate provided to Buyer satisfies the requirements of the Anti-kickback Statute Safe Harbor at 42 C.F.R. §1001.952(h). Vendor shall disclose on each invoice, or as otherwise agreed in writing, the amount of the discount or rebate. Vendor and Buyer shall each comply with all applicable laws and regulations in its performance of its obligations under these Terms and Conditions. If at any time, as the result of the enactment of a new statute, the issuance of regulations, or otherwise, either party receives a written opinion of counsel that there is a substantial risk that, as a result of these Terms and Conditions, either party does not comply with applicable law, then the parties shall use good faith efforts to reform these Terms and Conditions in such a manner so that it complies with applicable law. If, after the exercise of such good faith efforts for a period of at least thirty (30) business days, the parties have not agreed on amendment(s) to these Terms and Conditions that resolve legal issues referred to above, then the party(s) whose receipt of a legal opinion triggered renegotiation may terminate these Terms and Conditions upon at least sixty (60) calendar days written notice to the other party. To the extent that Section 952 of the Omnibus Reconciliation Act of 1980 (the "Act") and the regulations promulgated there under are applicable to these Terms and Conditions, Vendor and the organizations related to it, if any, performing any of the duties pursuant to these Terms and Conditions valued at Ten Thousand Dollars (\$10,000) or more in any twelve (12)-month period shall, until four (4) years after the furnishing of services pursuant to these Terms and Conditions, comply with requests by the Comptroller General, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access (in accordance with Section 952 of the Act) to any contract or agreement between Vendor and Buyer for products and services, and to any contract or agreement between Vendor and such related organizations, as well as the books, documents and records of Vendor and its related organizations, if any, which are necessary to verify the cost of the services provided. Vendor represents and warrants that neither it, nor any of its employees or other contracted staff has been or is about to be excluded from participation in any Health Care Program (as defined herein). The listing of Vendor or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. For the purpose of this paragraph, the term "Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. Vendor represents and warrants that all products and services provided are in compliance with all applicable federal, state and local laws, ordinances, regulations and codes. Vendor warrants and covenants that it is not a Business Associate as defined by HIPAA and that in the provision of products and services, Vendor does not require and shall not request or attempt access to, any Protected Health Information of Buyer. The parties shall abide by the requirements of 41 C.F.R. §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 C.F.R. Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

15. Governing Law. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of the State where Buyer is located. Each party irrevocably agrees that any claim brought by it in any way arising out of these Terms and Conditions must be brought solely and exclusively in state or federal courts located where the Buyer is located and each party irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in personam, generally and unconditionally with respect to any action, suit, or proceeding brought by it or against it by the other party. In the event any suit or other action is commenced to construe or enforce any provision of this PO, the prevailing party, in addition to all other amounts such party shall be entitled to receive from the other party, shall be paid by said party reasonable attorneys' fees

and court costs.

16. General Contract Provisions. This PO and Terms and Conditions contain the entire agreement and understanding between the parties relating to the subject matter of this PO. Section headings used in these Terms and Conditions are for purposes of convenience or reference only and shall not be used to explain, limit, or extend the meaning of any part these Terms and Conditions. Nothing contained in these Terms and Conditions shall preclude Buyer from pursuing any other remedies available at law or in equity. These Terms and Conditions may only be amended by a written agreement bearing handwritten signatures of authorized agents of each of the parties and expressing an intent to be bound by the terms of such an amendment. Any waiver of a breach of any provision(s) of these Terms and Conditions shall not be deemed effective unless in writing and signed by the party against whom enforcement of the waiver is sought or operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof. Neither party may assign, subcontract, delegate or otherwise transfer these Terms and Conditions or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in these Terms and Conditions, without the other party's prior written consent. These Terms and Conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. If any part of these Terms and Conditions shall be determined to be invalid, illegal or unenforceable by any valid act of Congress or act of any state legislature or by any regulation duly promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of these Terms and Conditions shall be fully effective and operative insofar as reasonably possible. The parties' relationship hereunder is that of independent contractors. These Terms and Conditions do not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between Buyer and Vendor. Neither party has the authority to bind or act on behalf of the other party except as otherwise specifically stated herein.

17. Survival. The following Sections of these Terms and Conditions shall survive expiration or termination of these Terms and Conditions: license grant - Section 5; warranties and recalls - Section 6; indemnification - Section 7; audit - Section 10; confidentiality and data - Section 13; health care regulations - Section 14; governing law - Section 15; and general contract provisions - Section 16.

Exhibit 1

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

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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



Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT G

**Certification Regarding
Debarment, Suspension,
Ineligibility And Voluntary
Exclusion**

Contractor Covered Transactions

Ascension Sacred Heart Pensacola

- (1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

SUB-CONTRACTOR:

Convergint



By _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Ascension Sacred Heart Pensacola

Recipient's Name

R0760

Contract Number

FY 23 NSGP

Project Number

Home / Concealed Weapons Detection / [Express](#)

Evolv Express® for Concealed Weapons Detection

Evolv Express® uses advanced sensor technology and AI and is designed to enhance security, create situational awareness by alerting on potential threats, and support threat response with a "Red Box" directed search.

[See It Live ▶](#)

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Evolv Express® for AI-Based Concealed Weapons Detection

Evolv Express® is designed to enhance security, create situational awareness by alerting on potential threats, and support threat response with a "Red Box" directed search.



Consistent Threat Detection

Express is designed to address a wide range of potential threats and continues to improve performance through new and updated algorithms, which customers can get through software updates.



Efficient Entry Experience

Evolv Express is designed to screen visitors effectively while helping minimize congestion and disruptions to traffic flow at ingress points. Evolv Express can screen up to 4000 people per hour for a dual-lane system.*



"Red Box" Threat Identification

The connected Express tablet seeks to provide a fast, noninvasive threat resolution by providing security operators with visibility into who to search, helping eliminate potential bias in decision making, and where to search via a "Red Box" for efficient secondary screening.



Fast & Flexible Deployment

Evolv systems are designed for easy deployment indoors and outdoors. The mat takes the guesswork out of setup—no need to estimate or measure the distance between posts. Deployment options include single- or dual-lane, ADA-compliant configurations, and a narrower footprint for venues with space constraints.

Performance Analytics

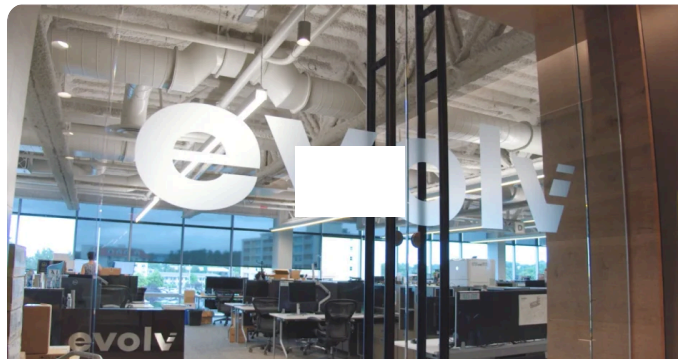
Evolv Insights® analytics aims to provide security teams with powerful web and mobile control over their systems along with visual dashboards, analytics, and regular automated reports intended to drive operational efficiency.

Trusted by World-Class Organizations



See Evolv Express in Action


Evolv Express uses a powerful fusion of advanced sensor technology and AI to detect concealed threats—while allowing people to move through checkpoints at their natural walking pace.



1:29

SAFETY Act Designation



 Evolv Technology Announces Appointment of Chief Revenue Officer

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I'm going to be quite honest, we looked at a lot of different systems. We traveled throughout the country to a lot of different security shows. Evolv really is the best out there."

— DANNY MULLIGAN, DIRECTOR OF SECURITY, LINCOLN CENTER

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Discover Intelligent Security Screening with Evolv Express

Evolv Express systems are powered by advanced sensor technology and AI—designed to pinpoint and distinguish a wide variety of potential threats from many common everyday items, such as phones and keys.

[AI-Based Threat Analysis](#)

[Red Box Threat Resolution](#)

[Ecosystem Integrations](#)

[Automated Reports](#)

[MyEvolv Mobile App](#)

AI-Based Threat Analysis

Evolv Express consistently detects many concealed threats and distinguishes them from many common everyday items, such as phones and keys.**



Read About Evolv in Action

Evolv's concealed weapons detection systems are helping make safer experiences at the places we live, work, learn, and play.

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PRESS RELEASE

Evolv Technology Unveils High-Speed Weapons Detection System for Bags and Personal Safety App

Evolv to launch new physical and digital security products at Global Security Exchange (GSX) conference New bag scanner does not require removal of laptops, three-ring binders or other items Waltham, MA (September 18, 2024)...

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BLOG POST

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PRESS RELEASE

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Discover the Evolv Safer Experience System™

Evolv Express is part of the Evolv Safer Experience System™ powered by people, process, and technology—all working together to help deter, detect, and orchestrate response to physical security threats.

EvolveXpedite™ for Bag Screening

EvolveXpedite™ is a purpose-built X-ray scanner designed from the ground up to work autonomously to detect many concealed threats in bags.

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Evolve Visual Gun Detection™ for a Swift Response

Evolve Visual Gun Detection™ adds another layer of venue security by using AI-based analysis of your security cameras to identify brandished firearms. This is designed to help extend the perimeter beyond entry points and can enable an earlier, faster response.

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Evolv Eva™ for Personal Safety

Evolv Eva provides on-the-go security tools that are designed to aid personal safety for employees and help foster a supported environment for organizations.

[Learn More ▶](#)

Evolv Insights® Real-Time Data and Mobile App

Evolv Insights® is designed to provide data on guest ingress, alarm statistics, event insights, threat type analysis, and system performance with the goal to help venues strengthen security. Real-time dashboards are designed to allow security teams to make operational adjustments based on flow across multiple entrances.

MyEvolv mobile app aims to provide access to security data, system management functions, and more so security teams can react to alerts and make proactive adjustments while on-the-move.

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Evolv Express® Integrations

Evolv's Open API and direct integrations can connect into your security ecosystem (Video Management Systems, Mass Notification Systems, Emergency Management Systems) aiming to extend communications and provide situational awareness throughout the organization.

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*Throughput is dependent upon venue sensitivity settings and resolution process.

**Based on internal testing and self-certification with relevant sections of the NILECJ standard and third-party tests from Interfor International, National Center for Spectator Sports Safety and Security (NCS4), and Metrix NDT Limited. Evolv believes that there is no perfect security solution, including Evolv Express, that will stop all threats, all the time, and that a layered approach combining people, process, and technology is recommended. For more information, please reach out to your Evolv account representative.

SOLUTIONS	WHY EVOLV	OUR CUSTOMERS	RESOURCES
<ul style="list-style-type: none"> Layered Security Approach Concealed Weapons Detection <ul style="list-style-type: none"> Evolv Express® Evolv eXpedite™ Brandished Firearm Detection Personal Safety App Analytics & Insights Technology Integrations 	<ul style="list-style-type: none"> AI-Based Technology Open API Partner Program Certifications & Awards 	<ul style="list-style-type: none"> Customers 	<ul style="list-style-type: none"> Blog Videos & OnDemand Webinars Whitepapers & Reports Podcasts
INTEGRATIONS	FACTS & DATA	SUCCESS STORIES	DEMOS & EVENTS
<ul style="list-style-type: none"> Access Control Mass Notifications Video Management System (VMS) 	<ul style="list-style-type: none"> Buyer's Guide to Weapons Detection Detection Comparison Testing Making Data-Driven Decisions Evolv FAQs 	<ul style="list-style-type: none"> Case Studies Customer Testimonials 	<ul style="list-style-type: none"> Explore Evolv Evolv at Home Evolv in Person
SOLUTIONS BY INDUSTRY			
<ul style="list-style-type: none"> Arts & Entertainment Casinos Cities College Campuses Healthcare Houses of Worship Iconic Events 			

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International
K-12 Schools
Stadiums & Arenas

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