

REQUEST FOR PROPOSAL
Interstate 85 Interchange Grounds Maintenance



City Of Salisbury
Public Works Department
303 West Franklin Street
Salisbury, NC 28144
Phone: 704-638-4481
Stephen Brown, Landscape Architect
sbrow@salisburync.gov

BID NUMBER: 033-2024a	DATE: April 10, 2024
BIDS DUE NO LATER THAN Friday, 2:00 PM April 19, 2024	
BUYER: Stephen Brown sbrow@salisburync.gov TELEPHONE: (704) 638-4481	Bid price shall be FOB Destination and include delivery to: City of Salisbury Public Works Department 303 W. Franklin St. Salisbury, NC 28144
INTERNET ADDRESS: http://www.salisburync.gov	

NOTICE TO BIDDERS

Bids, subject to the conditions made a part hereof, will be received at the City of Salisbury, Public Works, 303 W. Franklin St. Salisbury, NC 28145 until **Friday, 2:00 PM, April 19, 2024** or emailed to Stephen Brown at sbrow@salisburync.gov

This bid will not have a public bid opening.

Bids are subject to rejection unless submitted by mail on this form or by Email on Company Letter Head

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54). **Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.**

Company Name	Signature
Address	Above (typed or printed)
City	Date
State	
Zip	
E-mail	Telephone
	Fax

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By checking this box, I acknowledge that I have read and accept the terms and conditions associated with this bid.

Offer valid for 60 days from date of bid opening unless otherwise stated here: ____ days (See Instructions to Bidders, Item 2).

Prompt Payment Discount: ____ % ____ days (See Instructions to Bidders, Item 13).

MAILING INSTRUCTIONS: Mail two copies of bid per envelope. Address envelope and insert bid number as shown below: It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
City of Salisbury I-85 Grounds Maintenance Attn: Stephen Brown 303 W. Franklin St. Salisbury, NC 28144	City of Salisbury Email: sbrow@salisburync.gov Subject: I-85 Grounds Maintenance

TABULATIONS: Verbal tabulations of open market bids and award information can be obtained by contacting the Purchasing Department.

TRANSPORTATION CHARGES: FOB SALISBURY, NORTH CAROLINA WITH ALL TRANSPORTATION CHARGES PREPAID AND INCLUDED IN BID PRICE UNLESS STATED OTHERWISE IN BID.

AWARD CRITERIA: As provided by Statute, award will be based on the lowest responsive, responsible bidder(s), considering quality, performance, and the time specified for performance.

AWARD OF CONTRACT: It is the general intent to award this contract to a single overall bidder on all items. The right is reserved; however, to make awards on the basis of individual items or groups of items, if such shall be considered by the City to be most advantageous or to constitute its best interest.

The City reserves the right to reject any and/or all proposals as deemed to be in the best interest of the City.

SCOPE: It is the intent of this Invitation for Bids to establish a vendor to provide grounds maintenance services per specifications included in Section III.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment or goods offered are in strict compliance with these specifications and requirements; a successful bidder will be held responsible therefore. Deviations must be explained in detail. However, the City makes no implication that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

SALES TAX: DO include sales tax in bid amount.

PROPOSAL SUBMISSION: Proposals shall be submitted on the forms of proposal attached hereto. All requested information shall be provided.

SECTION I: GENERAL INSTRUCTIONS TO BIDDERS

GENERAL: All bids are subject to the provisions of the attached General Contract Terms and Conditions. All bid responses will be controlled by the Terms and Conditions included by the City of Salisbury. Bidder terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the bid response are waived and will have no effect either on the bid, or any contract which may be awarded as a result of this bid. **The attachment of any other terms and conditions may be grounds for rejection.**

Bidder specifically agrees to the conditions set forth in this paragraph by signature of the "BID" contained herein.

Pursuant to G.S. 143-48 and Executive Order No. 77, the City invites and encourages participation in this procurement by a business owned by minorities, women, and the handicapped.

BID EVALUATION: The City of Salisbury reserves the right to reject any and all bids on the basis of the function, compatibility with user requirements, as well as cost. The City of Salisbury reserves the right to award this contract to a single overall bidder on all items, or to make award on the basis of individual items or groups of items, whichever shall be considered by the City of Salisbury to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested to offer a lump sum price. The City of Salisbury will not be bound by oral discussions during evaluation process. Responsible purchasing agent should approve all contact regarding this award.

CANCELLATION: The City of Salisbury may terminate/cancel this contract at any time by providing written notice to the bidder at least thirty (30) days before the effective date of termination/cancellation.

SAFETY: See attached General Terms & Conditions #10.

BID RESULTS: For bid results call (704) 638-4481

****THE CITY OF SALISBURY WILL NOT BE BOUND BY ORAL DISCUSSION REGARDING THIS REQUEST FOR PROPOSAL.****

QUESTIONS: Questions regarding the specifications on this bid should be referred to Stephen Brown at sbrow@salisburync.gov by Friday 4/12/2024 at 2:00 PM.

SPECIAL INTEREST GROUP DEFINITIONS:

Women Owned (51% and controlled by Women)

Handicapped Owned (51% owned & controlled by a Physically Handicapped Person)

Minority Owned (At least 51% of which is owned and controlled by minority group member. (Black, Asian, Hispanic, American Indian)

SECTION II: GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE AND REJECTION**: The City of Salisbury reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid. If an error occurs in the unit price or extended price then unit price will prevail.
2. **TIME FOR CONSIDERATION**: Unless otherwise indicated on the first page of this document, the offer shall be valid for 60 days from the date of bid opening.
3. **TAXES**: Sales tax shall be included in any bid prices.
 - a. **FEDERAL**: Generally, states and political subdivisions are exempt from such taxes as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code.
 - b. **OTHER**: Bid prices are not to include any import or personal property taxes. To the extent applicable, they are to be invoiced as a separate item(s).
4. **PRICE ADJUSTMENTS**: Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the bidder to other customers.
 - a. **NOTIFICATION**: Must be given to the City of Salisbury Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturers' official notice or other evidence that the change is general in nature.
 - b. **DECREASES**: The City of Salisbury shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **INCREASES**: All prices offered herein shall be firm against any increase for 180 days from effective date of the proposed contract. After this period, a request for increase may be submitted with the City of Salisbury reserving the right to accept or reject the increase, or cancel the contract. Such action by the City of Salisbury shall occur not later than 15 days after receipt and review by the City of Salisbury of a properly documented request for price increase. Any increases accepted shall become effective on a date to be determined by the City of Salisbury which:
 - 1) Shall not be later than 30 days after the expiration of the original 15 days reserved by the City of Salisbury to evaluate the request for increase;
 - d. **INVOICES**: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
5. **PAYMENT TERMS**: Payment terms are net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The City of Salisbury is responsible for all payments under the contract.
6. **AFFIRMATIVE ACTION**: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

7. **CONDITION AND PACKAGING**: Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

8. **SAMPLES**: Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Otherwise the samples will become City of Salisbury property. Each individual sample must be labeled with bidder's name and item number. Samples, on which an award is made, will be retained for the contract period. These will be returned, if requested, ten days prior to expiration of the contract.

9. **SPECIFICATIONS**: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s).

The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

10. **SAFETY STANDARDS**: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All bidders must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. Construction bidders must comply with *North Carolina Occupational Safety and Health Standards for the Construction Industry, 29CFR 1926*. In addition, bidders shall comply with all applicable occupational health and safety and environmental rules and regulations. Bidders shall effectively manage their safety and health responsibilities including:

1. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Bidder managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.

2. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

3. Employee Education and Training

Provide education and training to all bidders employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

11. **INFORMATION AND DESCRIPTIVE LITERATURE**: Bidders are to furnish all information requested and in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his proposal: cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature

submitted with a previous bid does not satisfy this provision. Bids, which do not comply with these requirements, will be subject to rejection.

12. PROMPT PAYMENT DISCOUNTS: Bidders 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.

13. AWARD OF CONTRACT: As directed by statute, qualified bids will be evaluated and acceptance made of the lowest and best bid most advantageous to the City of Salisbury as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the City or the bidder, the City reserves the right to accept any items or groups of items on a multi-item bid.

The City 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 the City of Salisbury to be pertinent or peculiar to the purchase in question.

14. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City of Salisbury Purchasing Department at once, indicating in his letter the specific regulation which required such alterations. The City of Salisbury reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

Bidder agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

15. M/WBE: Pursuant to General Statute 143-48 and Executive Order #77, the City of Salisbury invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped.

16. INSURANCE COVERAGE - During the term of the contract, the bidder 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 bidder shall provide and maintain the following coverage and limits:

a. Worker's Compensation - The bidder 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 \$1,000,000.00 for bodily injury per accident. This insurance shall cover all bidders' employees who are engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

b. General Liability - General Liability Coverage with minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit. (Defense cost shall be in excess of the limit of liability.)

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 \$1,000,000.00 bodily injury and property damage.

Purchasing Coordinator reserves the right to waive any one or all of these minimum requirements.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. Once the bid is awarded the bidder shall furnish the city with certificates of insurance and with original endorsements. 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 bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of 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 bidder shall not be interpreted as limiting the bidder's liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the City of Salisbury Purchasing Department.

17. PATENTS AND COPYRIGHTS: The Bidder shall hold and save the City of Salisbury, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

Any and all copy, art, designs, negatives, photographs, or other tangible items created pursuant to bidder's performance of this project shall be the property of City of Salisbury and shall be delivered to city upon completion of the project. Such property shall be transferred to city in excellent, reusable condition.

In addition, the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the bidder's performance of this project shall vest in the city, and the bidder agrees to assign all rights therein to the city. Bidder further agrees to provide the city with any and all reasonable assistance, which the City may require to obtain copyright registrations or to perfect its title in any such work, including the execution of any documents submitted by the city.

18. ADVERTISING: Bidder agrees not to use the existence of this contract or the name of the City of Salisbury as a part of any commercial advertising without prior approval of the City of Salisbury Purchasing Department.

19. EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Bidder's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder's proposal. The Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.

20. CONFIDENTIAL INFORMATION: As provided by statute and rule, the City of Salisbury will consider keeping trade secrets which the bidder does not wish DISCLOSED confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

21. ASSIGNMENT: No assignment of the bidder's obligations nor the bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the City of Salisbury Purchasing Department, solely as a convenience to the bidder, the City of Salisbury may:

- a. Forward the bidder's payment check directly to any person or entity designated by the bidder, and
- b. Include any person or entity designated by bidder as a joint payee on the bidder's payment check.

In no event shall such approval and action obligate the City of Salisbury to anyone other than the bidder and the bidder shall remain responsible for fulfillment of all contract obligations.

22. **ACCESS TO PERSONS AND RECORDS:** The City Auditor shall have access to persons and records as a result of all contracts or grants entered into by the City in accordance with General Statute 147-64.7.

23. **INSPECTION AT BIDDER'S SITE:** The City of Salisbury reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective bidder prior to contract award, and during the contract term as necessary for the City of Salisbury's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

24. **AVAILABILITY OF FUNDS:** Any and all payments of compensation of this specific transaction, it's continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City for the purpose set forth in this agreement.

25. **GOVERNING LAWS:** All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

26. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

27. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.

28. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) City of Salisbury General Contract Terms and Conditions, and (4) City of Salisbury Bid Terms and Conditions.

29. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City of Salisbury Purchasing Department. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the City of Salisbury Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source is of no effect.

30. **E-VERIFY COMPLIANCE:** By bidding the vendor understands that e-verify is a federal program operated by the US Department of Homeland Security and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. Furthermore the vendor confirms that they are aware of and in compliance with the requirements of e-verify and article 2 of chapter 64 of the NC General Statutes, which requires that the vendor participate in e-verify if it has at least 25 qualified employees.

32. **PURCHASING MANUAL:** Bidder is aware that the City has a Purchasing Manual that is available upon request.

SECTION III: Specifications

**Interstate 85 Interchange Grounds Maintenance
BID FORM
CITY OF SALISBURY, NORTH CAROLINA**

The site is located at **Interstate 85, North and South bound ramps, and East Innes medians within the Right of Way, from Town Creek to Faith Road.**

Bidders are responsible to visit or familiarize themselves with the locations prior to bidding. See the Attached Map

**** Class 2 vests required, shirts, etc. ****

*** Interstate On and Off Ramps lawn, planted areas and tree rings.**

*** Lawn areas, mulched Innes St. medians, beds and tree rings, inside the black fencing, east and west of the interstate, on Innes St., from Town Creek to Faith Road.**

*** See Map on Page 2.**

52 weeks per year

- Litter and debris cleanup and disposal for the entire site.
- Blow sidewalks

34 times per year

- Mow and edge sidewalks – March to November

12 times per year - Monthly

- Spray all mulched areas, including mulch rings around trees and the rock under the interstate bridges.

1 time per year

- Prune deciduous tree canopies up to six (6) feet.
- Prune Crape Myrtles to back of curb
- **NO HEADING BACK OF ANY TREES**
- Weed, cut and remove all vines and sprouted seedlings from plantings
- Remove dead foliage from Daylilies, in November
- Remove Dead foliage from Ornamental Grasses, in March
- Mulch planting areas, in February.
- **NO OLD MULCH SHOWING.**
- Maintenance contractor is to load and haul mulch to Interstate site, from Old Wilkesboro site.
- Single ground mulch.



Yearly Maintenance Cost Break Down

52 weeks per year

- Litter and debris cleanup and disposal for the entire site.
- Blow sidewalks

52 weeks per year	Subtotal
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34 times per year

- Mow and edge sidewalks – March to November

34 weeks per year	Subtotal
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12 times per year - Monthly

- Spray all mulched areas, including mulch rings around trees and the rock under the interstate bridges.
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12 times per year - Monthly	Subtotal
<hr/>	

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1 time per year	Subtotal
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1 time per year	Subtotal
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- Mulch planting areas, in February.
- NO OLD MULCH SHOWING.
- Maintenance contractor is to load and haul mulch to Interstate site, from Old Wilkesboro site.
- Single ground mulch.

1 time per year	Subtotal
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TOTAL YEARLY MAINTENANCE	TOTAL
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Section IV: Sample Contract

SERVICES CONTRACT

This contract for services (the "Contract"), made and entered into this _____ day of _____, 2022, by and between **the City of Salisbury**, a North Carolina municipal corporation (hereinafter referred to as the "City"), and _____ (hereinafter referred to as the "Provider") (collectively, the "Parties").

For and in consideration of the mutual promises set forth in the Contract, the parties do mutually agree as follows:

1. Obligations of Provider.

- a. Services. Under this Contract, the Provider shall perform the following services at designated times and sites as specifically requested and authorized by the City. The services to be performed are as follows: _____. (the "Services"). Provider shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Contract, and pursuant to the instructions, orders, and directions of the City made in accordance with this Contract.
- b. Qualifications of Provider. Provider, and all agents or employees of Provider who will provide services under this Contract, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
- c. Records Maintenance. Provider shall maintain written documentation of any professional services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

2. Obligations of the City.

- a. Compensation. The City agrees to compensate Provider per the quote in **Exhibit A, not to exceed** _____. With the City's written consent, payments may be made in monthly or other periodic installments for work performed and accepted during the previous month or other specified period.
- b. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of Services, and an alternate date cannot be agreed upon, the City will be under no obligation to compensate Provider for Services not rendered.

3. Term. The Services will be commenced upon written notification of award of the contract and will be completed by _____, unless sooner terminated as herein provided.

4. Termination for Convenience. The City may terminate this Contract at any time at its complete discretion. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the City, be turned over to it and become its property. If the Contract is terminated by the City in accordance with this section, the City will provide a prorated payment for all services performed as of the date of termination.

5. Terms and Methods of Payment. Provider shall provide the City with invoice(s) itemized by services provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be

requested in advance by the City. Such invoice(s) shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Provider within thirty (30) days of submission of such invoice(s). Invoice(s) should be sent to: **City of Salisbury, Accounts Payable, PO Box 479, Salisbury, NC 28145 or financeAP@salisburync.gov**, for review and approval.

6. **Contract Funding.** It is understood and agreed between Provider and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
7. **Insurance.** Provider agrees to maintain \$1,000,000 in general liability, \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The "City of Salisbury, a North Carolina Municipal Corporation" shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Provider to the City and shall contain an endorsement to provide the City at least ten (10) days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
8. **Taxes.** Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
9. **Monitoring and Auditing.** Provider shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the City to evaluate all activities conducted under this Contract as dictated by the City. Provider shall provide auditors retained by the City with access to any records and files related to the provision of services under this Contract. The City agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
10. **Time of the essence.** The Parties agree that time is of the essence to each and every term or condition of this Contract where a certain length of time is fixed for the performance of the term or condition. The Parties further agree that any additional time allowed for the completion of any Work by mutual agreement of the Parties shall be of the essence to this Contract.
11. **Compliance with Applicable Laws.** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider represents that it is authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.
12. **Indemnification.** Provider does hereby agree to indemnify and save harmless the City of Salisbury, its officers, agents, and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss, or injury of any kind, including environmental, which may arise as a result of the Provider's sole negligence in performing, its agents or employees or as a result of, work performed pursuant to this Contract.

13. Relationship of Parties. Provider shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the City.
14. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
15. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Salisbury City Council or of any member of the City's Administration, Human Resources, Information Technology, or Financial and Business Services departments. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the City Manager. Absent an applicable exception under state law and City policy, the existence of a family relationship covered by this Contract is grounds for immediate termination by the City without further financial liability to Provider.
16. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the City.
17. Amendments in writing. This Contract may be amended only in writing and signed by both parties.
18. Governing law. North Carolina law will govern the interpretation and construction of the Contract.
19. Entire agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. **To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.**
20. Attached Exhibits. The following documents, if any, are attached to this Contract and incorporated by reference herein:
 - a. Exhibit A: _____
21. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
22. Counterparts and execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
23. Nondiscrimination. By signing this Contract, Contracting Party, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation,

gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Contract. The Contracting Party further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, Contracting Party further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure comply with the requirements of this provision shall constitute a breach of the Contract. This provision shall be binding on the successors and assigns of the Contracting Party with reference to the subject matter of this Contract.

24. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

CITY OF SALISBURY

PROVIDER

BY: _____

TITLE: _____

DATE: _____

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

SAMPLE