

REQUEST FOR PROPOSAL
Janitorial Services



City Of Salisbury
Public Works Department
303 W. Franklin St.
Salisbury, NC 28144
Phone: 704-638-5358
Jacob Horne, Facilities Project Manager
jacob.horne@salisburync.gov

BID NUMBER: 018a-2026	DATE: June 1, 2026
BIDS DUE NO LATER THAN 2:00 PM June 25, 2026	
BUYER: Jacob Horne Facilities Project Manager jacob.horne@salisburync.gov TELEPHONE: (704) 638-5358	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 28144 or jacob.horne@salisburync.gov until **2:00 PM, June 25, 2026**.

No bids will be accepted after **2:00 p.m. on June 25, 2026**.

Bids are subject to rejection unless submitted on this form by mail, email, or in-person.

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			Name (typed or printed)		
_____			_____		
City	State	Zip	Date		
_____			_____		
E-mail		Telephone	Fax		

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: 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.

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
City of Salisbury Public Works Department Attn: Jacob Horne, 018a-2026 303 W. Franklin St. Salisbury, NC 28144	City of Salisbury In-Person: M – F 9:00am – 4:00pm Public Works Department 303 W. Franklin St. Salisbury, NC 28144 Email: jacob.horne@salisburync.gov

PRE-BID CONFERENCE: A mandatory pre-bid conference will be held at **303 W Franklin St., Salisbury, NC 28144**, on **June 11th, 2026, at 9:00am** to provide an overview of the project requirements and allow prospective bidders the opportunity to familiarize themselves with existing site conditions. Following the conference, City staff will conduct a walkthrough of all buildings included in the scope of services. Attendance at the pre-bid conference is mandatory but participation in the building walkthrough is not required for a bid to be considered responsive. Bidders will be responsible for verifying field conditions, understanding the level of service required at each facility, and incorporating all observed conditions into their pricing. An addendum outlining the items discussed at the Pre-bid Conference will not be issued, however, any changes to or clarifications of the project documents that occur as a result of the Pre-bid Conference will be issued as an addendum and become part of the contract.

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. Sample Contract in Section IV.

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

SCOPE: The selected vendor shall provide comprehensive janitorial services for various City of Salisbury facilities, including but not limited to routine cleaning, sanitation, waste removal, and restocking of City-supplied paper products. Services should be performed according to the specifications below. The vendor shall furnish all labor, cleaning supplies, tools, and equipment necessary to maintain a clean, safe, and sanitary environment, in accordance with industry standards and City requirements. Submission of a bid indicates ability to perform the duties outlined.

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.

BID No. 018-2026

BIDDER: _____

SALES TAX: Sales tax should be included in the 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. 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 twenty (20) days before the effective date of termination/cancellation.

SAFETY: See attached General Terms & Conditions #10.

BID RESULTS: For bid results call (704) 638-5358 or email jacob.horne@salisburync.gov

****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 Jacob Horne at jacob.horne@salisburync.gov.

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. In the case that the unit price is inconsistent then unit price will be based on lowest unit price provided.

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**Purpose**

The purpose of these specifications is to establish the minimum requirements, performance expectations, and service standards for janitorial services at facilities owned and/or operated by the City of Salisbury. These specifications are intended to ensure all assigned facilities are maintained in a consistently clean, sanitary, safe, and professional condition suitable for employees, visitors, and public use. The successful Vendor shall provide all labor, supervision, equipment, materials, and supplies necessary to perform the required services in accordance with these specifications. With the exception of City supplied paper towels, toilet paper, and hand soap.

Cleaning Expectations

All janitorial services shall be performed in a manner that maintains each facility in a consistently clean, sanitary, safe, and professional condition suitable for public use and daily operations. Work shall be completed using industry standard cleaning practices and in accordance with all applicable health, safety, and manufacturer recommendations.

The Vendor shall be responsible for providing all labor and supervision necessary to maintain facilities in a condition that reflects professional janitorial service, even when specific tasks or conditions are not expressly listed herein.

The requirements listed below establish the minimum acceptable level of service and are not intended to represent the desired or expected standard of performance.

At a minimum, all services shall meet the following requirements:

- No visible dust, dirt, debris, cobwebs, or trash accumulation on floors, furniture, fixtures, windowsills, counters, or other exposed surfaces.
- Restrooms shall be thoroughly cleaned and sanitized, including toilets, urinals, sinks, mirrors, partitions, dispensers, floors, and other fixtures. Restrooms shall be fully stocked with City provided consumables and maintained free of odors.
- Floors shall be clean and properly maintained based on the floor type. Hard surface floors shall be swept and mopped as needed, free of stains and buildup. Carpeted floors shall be vacuumed and free of visible dirt, debris, and excessive spotting.
- High-touch surfaces shall be cleaned and disinfected regularly, including but not limited to door handles, push plates, light switches, handrails, counters, tables, elevator buttons, and other commonly touched surfaces.
- Trash and recycling receptacles shall be emptied, liners replaced, surrounding areas left clean, and containers shall not overflow.
- Entryways, lobbies, hallways, offices, meeting rooms, breakrooms, and common areas shall be maintained in an orderly, sanitary, and presentable condition.
- Cleaning activities shall not create unsafe conditions such as, obstructed exits, fire hazards, obstructed electrical equipment, unattended equipment, or wet floors without warning signage.
- Any area not meeting the minimum requirements described herein may be considered a service deficiency.
- Repeated or unresolved deficiencies may result in corrective action in accordance with the terms of the contract.

Per Occurrence / Weekly Services

The following services shall be performed during each scheduled cleaning occurrence and/or weekly as required to maintain the facility in accordance with the standards of this contract. The items listed below represent minimum service requirements and shall be performed more frequently when conditions warrant.

General Areas

-Collect and remove all trash from interior receptacles. Place in appropriate approved collection bins Replace liners as needed and leave receptacles clean and serviceable.

- Collect and remove all recyclable materials from designated recycling receptacles and place in appropriate approved collection bins.
- Move exterior trash and recycling receptacles to the curb or designated pickup location on the appropriate collection days and return receptacles to their proper storage location following pickup.
- Vacuum all carpeted areas, rugs, mats, and entry mats.
- Sweep all hard surface floors, stairways, entrances, and other non-carpeted areas.
- Mop hard surface floors as needed to remove dirt, residue, spills, and stains.
- Clean doors, windows, glass, walls, and other surfaces as needed to maintain a clean appearance.
- Dust as needed to maintain a clean appearance.

Restrooms

- Clean and sanitize toilets, urinals, sinks, countertops, and related fixtures, including bases, backs, sides, and surrounding surfaces.
- Clean and sanitize partitions, stall dividers, stall doors, walls, and other restroom surfaces.
- Remove graffiti, markings, adhesive residue, or other defacement from restroom surfaces when reasonably possible without damage.
- Clean mirrors, dispensers, and exposed plumbing fixtures.
- Sweep and mop restroom floors with disinfecting cleaner.
- Restock all City-provided restroom consumables, including toilet paper, paper towels, and hand soap.
- Maintain restrooms free visible soil accumulation.

Performance Requirement

If conditions at any facility require more frequent attention than the minimum services listed above, the Vendor shall provide such additional service as necessary to maintain the required level of cleanliness and sanitation.

Monthly Services

The following services shall be performed at a minimum on a monthly basis for all assigned facilities. These services are intended to supplement routine cleaning and address areas that require periodic detailed attention. The Vendor shall perform additional service as necessary to maintain facilities in accordance with the standards of this contract.

General Areas

- Dust and clean all accessible horizontal and vertical surfaces. This shall include ledges, shelves, cabinets, windowsills, trim, light fixtures, vents, corners, and other accumulated dust areas.
- Clean baseboards, wall edges, door frames, trim, and similar surfaces to remove dust, dirt, scuff marks, and buildup.
- Clean air vents, return grilles, louvers, and surrounding areas free of visible dust accumulation.
- Detail clean floor edges, corners, and areas not routinely reached during standard sweeping or vacuuming.
- Clean interior glass, sidelights, glass doors, partitions, and other accessible interior glazing to remove fingerprints, smudges, streaks, and soil.

Restrooms

- Perform a detailed restroom cleaning beyond routine service, including thorough cleaning of walls, partitions, dispensers, corners, grout lines, behind fixtures where accessible, and other areas prone to buildup.
- Remove mineral deposits, soap residue, stains, and discoloration from restroom fixtures and surfaces where reasonably possible.

The monthly services listed herein are minimum requirements and shall not limit the Vendor's responsibility to provide additional periodic detailed cleaning as needed to maintain all facilities in a consistently clean, sanitary, and professional condition.

Materials Provided

The City will provide toilet paper, paper towels, and hand soap for use in designated dispensers. The Vendor shall be responsible for monitoring inventory levels, refilling dispensers as needed, and notifying the Contract Manager when City provided consumables require replenishment.

Unless specifically identified as being provided by the City, all other labor materials, equipment, tools, and supplies necessary to perform the required services shall be furnished by the Vendor. This includes, but is not limited to:

- Urinal screens and deodorizing blocks
- Trash bags and liners
- Cleaning chemicals and disinfectants
- Odor control products for restrooms and other applicable areas
- Mops, mop buckets, brooms, brushes, dusting tools, and related equipment
- Vacuum cleaners, vacuum bags, belts, filters, and related accessories
- Floor care equipment and supplies
- Cleaning cloths, rags, sponges, and disposable wiping materials
- Safety equipment, caution signs, and personal protective equipment as required

The Vendor shall use only products that are appropriate for the intended surface and application and shall follow all manufacturer recommendations, safety requirements, and applicable laws and regulations.

Cleaning tools and equipment shall be maintained in a clean, sanitary, and serviceable condition at all times. Cleaning rags, mop heads, vacuum bags, filters, brooms, brushes, and similar items shall be changed or replaced regularly to ensure effective cleaning performance.

To prevent cross-contamination, no mop, broom, vacuum, cloth, or similar cleaning tool used in a restroom or designated sanitary area shall be used in another area without being properly cleaned, sanitized, or replaced prior to reuse. The Vendor shall implement an industry standard practices to separate cleaning tools by area when practical. The City will provide reasonable storage space within each facility for janitorial supplies and equipment. The Vendor shall keep all storage areas neat, organized, secure, and free of hazards at all times.

Schedule and Reporting

The Vendor shall submit a detailed cleaning schedule to the Contract Manager for review and approval prior to the commencement of services. The schedule shall, at a minimum, identify the assigned facilities, days of service, approximate times of service, and the planned staffing levels for each location. A pre schedule meeting will be held with the contract manager after bid award to share other schedule restrictions as needed. These are subject to change.

Certain facilities may require cleaning services to be performed after normal business hours. Such locations will be identified on the pricing sheet with an asterisk (*). The Vendor shall coordinate after-hours access and service times with the Contract Manager. This is subject to change at any time.

The Vendor shall provide adequate staffing, supervision, and coverage at all times necessary to meet the requirements of this contract. The number of personnel assigned to each location shall be the responsibility of the Vendor; however, staffing levels shall be sufficient to maintain the required level of cleanliness and service. Inadequate staffing resulting in Nonperformance, missed services, or deficiencies shall constitute a contract performance issue.

The Vendor shall notify the Contract Manager in advance of any material changes, schedule changes, staffing shortages, substitutions, delays, or interruptions in service. Emergency changes shall be reported as soon as reasonably possible.

The Vendor shall provide and maintain a sign-in log at each facility for all personnel performing services. At a minimum, the log shall include:

- Employee name
- Date
- Time in
- Time out

Sign-in logs shall be current, accurate, and available for inspection by the City at any time.

The Vendor shall maintain current Material Safety Data Sheets (MSDS), or Safety Data Sheets (SDS), for all chemicals and cleaning products used at each facility. Such documents shall be kept on-site in a clearly identified location with, or immediately adjacent to, the sign-in log so they are readily accessible for review and emergency reference.

The sign-in log shall reflect the actual personnel performing work at the facility. Falsification of attendance records, inaccurate reporting, failure to maintain required logs, or failure to maintain required safety documentation shall be considered a breach of contract and may result in deficiencies, and corrective action.

Access and Security

The City will issue building keys, access badges, alarm credentials (if applicable), and dispenser keys as necessary for the performance of services under this contract. All issued items shall be signed for by the Vendor's owner, manager, or other authorized representative designated to accept responsibility on behalf of the Vendor.

A key and access acknowledgment form will be included as part of the contract and shall be executed by the successful Vendor prior to issuance of any City access items. A log form shall document the Vendor's receipt of such items and acknowledgment of responsibility for their control and return.

The Vendor shall be fully responsible for the control, distribution, and recovery of all keys, badges, codes, and access devices issued to its personnel. Such items shall be used solely for purposes related to the performance of contracted services and shall not be duplicated, shared with unauthorized persons, or used for any non-authorized purpose. Lost, stolen, damaged, or unreturned keys, badges, codes, or access devices shall be reported to the Contract Manager immediately upon discovery.

The Vendor shall be responsible for all costs incurred by the City as a result of lost, stolen, damaged, misused, or unreturned access items. Such costs may include, but are not limited to:

- Rekeying locks
- Replacement of keys or badges
- Reprogramming access systems
- Alarm or credential resets
- Security Investigations
- Other reasonable security remediation measures deemed necessary by the City

The Vendor shall immediately recover and return all City-issued access items from any employee who is reassigned, terminated, resigns, or no longer requires access to City facilities.

The City reserves the right to revoke or restrict facility access for any vendor or vendor employee at any time.

Background Checks

The Vendor shall be responsible for conducting and furnishing criminal background checks for all employees, supervisors, managers, and other personnel assigned to perform work within City facilities. No employee shall be permitted to provide services in any City facility unless the required background check has been completed and the individual is acceptable for assignment under the standards outlined in the service contract.

The Vendor shall ensure that all background checks are current, accurate, and performed in accordance with all applicable federal, state, and local laws and regulations. Documentation confirming completion of required background checks shall be provided to the Contract Manager upon request.

The City reserves the right to prohibit or remove any Vendor employee from assignment to City facilities based on background check results, conduct, security concerns, or failure to meet facility specific requirements.

Certain facilities or departments may require additional screening measures beyond the Vendor’s standard background check process. Such requirements may include, but are not limited to: background checks conducted directly by the City, fingerprinting, drug screening, security clearances, site specific orientation or safety training, confidentiality or access related training.

The Vendor will cooperate fully with any additional screening or training requirements and shall ensure assigned personnel complete such requirements prior to being granted access to the applicable facility. Any costs associated with Vendor required background checks shall be the responsibility of the Vendor.

Additional Services (As-Needed Basis)

The following services may be requested by the City on an as-needed basis. Performance of additional services shall occur only upon request or authorization by the Contract Manager.

All additional services shall be billed in accordance with the Vendor’s submitted pricing and approved rates. No charges for additional services shall be incurred without prior authorization from the City.

Additional services include:

- Floor stripping, waxing, sealing, refinishing
- Carpet extraction, shampooing, spot treatment, or deep cleaning
- Interior and exterior window washing
- High dusting of surfaces, fixtures, vents, beams, or other areas above ten (10) feet
- Restroom deep sanitation beyond routine contract requirements
- Event support cleaning, including pre-event setup cleaning and post-event cleanup
- Emergency or unscheduled cleaning due to spills, accidents, weather events, vandalism, or other unexpected conditions
- Pressure washing of sidewalks, entrances, pads, exterior surfaces, or other designated areas
- Trash haul out, bulk waste removal, or disposal of non-routine debris
- Disinfection fogging, misting, or enhanced sanitation measures when requested by the City
- Special project cleaning or one-time services as directed by the Contract Manager

The Vendor shall respond to requests for additional services within a reasonable timeframe based on the urgency and nature of the request. Emergency requests shall receive priority response.

The City reserves the right to obtain quotes or services from other sources for additional work when it is determined to be in the City’s best interest.

Inspections

The City reserves the right to conduct routine, scheduled, follow-up, and random inspections of any facility covered under this contract at any time, with or without prior notice to the Vendor. Inspections may be conducted to verify cleanliness standards, contract compliance, staffing presence, safety practices, material storage, reporting requirements, and overall service performance.

Most inspections will be conducted by City personnel without Vendor participation. The Vendor is not required to be present for routine or unannounced inspections.

When the City determines Vendor attendance is necessary for a joint walkthrough, performance review, deficiency verification, corrective action meeting, or other inspection related purpose, the Vendor shall be provided at least 24 hours' notice when reasonably possible.

The Vendor shall provide reasonable access to all areas, sign-in logs, schedules, Safety Data Sheets (SDS), storage areas, and other records or materials relevant to contract performance during inspections.

Any deficiencies identified during an inspection may be documented by the City and provided to the Vendor for corrective action. Repeated deficiencies, failure to correct noted issues, or refusal to cooperate with inspections may be considered Nonperformance under the contract.

Nothing limits the City's right to inspect facilities at any time or to take immediate action when conditions present health, safety, security, or operational concerns.

Deficiency Cure

The Vendor shall be responsible for promptly correcting any service deficiency, contract violation, or performance issue identified by the City. Deficiencies may be communicated to the Vendor in writing, by email, or by other verifiable means of notice.

Unless otherwise directed by the City, the Vendor shall correct deficiencies within the following timeframes:

Within Twenty Four (24) Hours – Standard Issues

- Missed routine cleaning tasks
- Trash or recycling overflow
- General cleanliness deficiencies
- Minor restroom deficiencies
- Failure to restock non-critical items

Same Day – Priority Issues

- Unsanitary restrooms
- Biohazards or bodily fluid cleanup needs
- Safety hazards created by cleaning conditions or lack of service
- Lack of essential restroom consumables, including toilet paper, paper towels, or hand soap
- Security-related issues caused by Vendor personnel
- Any condition deemed urgent by the City

Failure to cure deficiencies within the required timeframe may constitute nonperformance.

Nonperformance

Nonperformance shall include, but not be limited to:

- Failure to perform scheduled services
- Failure to correct deficiencies within required cure periods
- Repeated missed tasks or incomplete services
- Inadequate staffing levels resulting in service failures
- Failure to maintain required sign in logs, schedules, or safety documentation
- Falsification of logs or records
- Failure to comply with access, security, or background check requirements
- Repeated failure to meet cleanliness standards established under this contract

Nonperformance may result in payment deductions, corrective action requirements, or contract termination.

Payment Deductions

The City may apply reasonable payment deductions for documented Nonperformance. Deductions may be applied directly to monthly invoices or other amounts due to the Vendor.

Standard deductions may include:

- Missed scheduled service: deduction equal to the prorated per occurrence cost for the affected location
- Uncorrected deficiency after cure period: \$50.00 per occurrence
- Failure to maintain required logs or documentation: \$25.00 per occurrence
- Inadequate staffing resulting in service deficiency: \$100.00 per occurrence

The City may assess multiple deductions when separate violations occur simultaneously.

Application of deductions shall not waive the City's right to pursue additional remedies available under the contract.

Chronic Nonperformance

Chronic Nonperformance shall mean repeated or ongoing failure to meet contractual obligations, including but not limited to:

- Repeated deficiencies
- Repeated missed services
- Failure to correct issues after notice
- Missing or falsified logs
- Ongoing poor quality service
- Persistent inadequate staffing
- Repeated safety or security violations

In cases of chronic Nonperformance, the City may, at its sole discretion:

- Require submission of a written Corrective Action Plan within five (5) calendar days
- Withhold payment pending satisfactory performance
- Remove Vendor personnel from assignment
- Terminate the contract for cause

Pricing Instructions

To ensure consistency in bidding and evaluation, the Vendor shall complete all pricing forms included in this solicitation and provide pricing in the manner specified by the City.

The Vendor shall:

- Provide a cost per square foot rate for routine janitorial services based on the applicable building type.
- Review and verify the service frequency identified by the City for each facility (e.g., daily, weekly, three (3) times per week, etc.).
- Provide a total annual cost for each facility based on the square footage, the required service frequency, and the vendor’s submitted square foot rate per building type indicated.
- Submit pricing for optional or additional services using the unit of measure identified in the pricing forms.
- Include all labor, supervision, equipment, materials, tools, chemicals, overhead, profit, transportation, and incidental costs necessary to perform the services, except for City provided, toilet paper, paper towels, and hand soap.
- Ensure all pricing is complete, accurate, and sufficient to perform the required work for the duration of the contract. Failure to submit complete pricing may result in the proposal or bid being deemed non-responsive.

Adding and Removing Square Footage

Buildings, portions of buildings, rooms, floors, wings, or other service areas, along with associated square footage, may be added or removed at any time during the contract term at the direction of the Contract Manager.

Adjustments to compensation shall be based upon the Vendor’s submitted unit pricing and the applicable service frequency for the affected area.

The Vendor agrees to provide services for any added facilities or areas under the same terms, conditions, standards, and pricing established under this contract.

The City reserves the right to increase, decrease, suspend, or reassign services at specific locations as operational needs require.

SECTION IV: Pricing

Required Service Pricing Table By Building Type (Per Cleaning Occurrence)

Area Type Number	Area Type	Cost Per Square Foot
1	Administrative	
2	Park Restrooms	
3	Gymnasium/Event Space	
4	Shop/Maintenance Area	

<u>Facility Name</u>	<u>Address</u>	<u>Type Number</u>	<u>Cost Per Square Foot From Above</u>	<u>Sq Ft</u>	<u>Frequency</u>	<u>Weekly Cost Per Location</u>	<u>Annual Cost Per Location</u>
*City Hall	217 S Main St.	1		9,696	2x/week		
*City Office Building	132 N Main St.	1		15,075	2x/week		
*Customer Service	1415 Martin Luther King Jr Ave S	1		18,106	3x/week		
*Calhoun St. Office	434 Calhoun St.	1		9,988	2x/week		
634 Park Ave	634 Park Ave.	1		2,714	2x/week		
Police Department	130 E Liberty St.	1		24,798	4x/week		
Fire Station 1	514 E Innes St.	1		2,467	1x/week		
Fire Station 3	150 Mahaley Ave.	1		4,650	1x/Week		

<u>Facility Name</u>	<u>Address</u>	<u>Type Number</u>	<u>Cost Per Square Foot From Above</u>	<u>Sq Ft</u>	<u>Frequency</u>	<u>Weekly Cost Per Location</u>	<u>Annual Cost Per Location</u>
Fire Station 6	310 Cedar Springs Rd	1		2,682	1x/week		
Community Center	632 Park Ave	3		2,552	2x/week		
Bell Tower Restrooms	120 S Church St.	2		532	3x/week		
Civic Center	315 Martin Luther King Jr Ave S	3		10,994	3x/week		
*City Park Rec.	316 Lake Dr.	3		8,629	2x/week		
*Miller Center	1402 W Bank St	3		5,330	2x/week		
*Hall Gym	1400 W Bank St #B	3		16,425	3x/week		
*West End Business	1400 W. Bank St.	1		2,210	1x/week		
SRU Admin	1 Water St.	1		9,129	2x/week		
SRU Maintenance	500 N Church St.	4		4,582	2x/week		
Transit	300 W Franklin St.	1		1,525	2x/week		

<u>Facility Name</u>	<u>Address</u>	<u>Type Number</u>	<u>Cost Per Square Foot From Above</u>	<u>Sq Ft</u>	<u>Frequency</u>	<u>Weekly Cost Per Location</u>	<u>Annual Cost Per Location</u>
*Public Works Admin	303 W Franklin St.	1		2,622	2x/week		
Public Works Street	210 W Franklin St.	4		1,620	2x/week		
Public Works Grounds	231 W Franklin St.	4		1,926	2x/week		
Public Works Facilities	519 N Fulton St.	1		1,248	2x/week		
Public Works Fleet	519 N Fulton St.	4		222	2x/week		
Total Annual Cost of Contract							

***Indicates After Hours Service**

Note

- City Hall is not available during council meetings. Schedule can be found at <https://salisburync.gov/Government/Community-Engagement/Event-Calendar>
- Other Schedule Restrictions will be discussed after bid award during scheduling meeting and as needed.

Add On Services (As-Needed Basis)

Service	Unit Type	Cost
Deep Cleaning	Per sq ft	\$
Post Construction Cleaning	Per sq ft	\$
Floor Strip and Wax	Per sq ft	\$
Carpet Extraction/Deep Cleaning	Per sq ft	\$
Window Washing – Interior	Per window	\$
Window Washing – Exterior	Per window	\$
High Window Washing – Interior (Above 10ft)	Per Window	\$
High Window Washing – Exterior (Above 10ft)	Per Window	\$
High Dusting (above 10 ft)	Per hour	\$
Restroom Deep Sanitation	Per fixture	\$
Event Cleanup (Pre/Post)	Per hour	\$
Emergency/Unscheduled Cleaning	Per hour	\$
Pressure Washing	Per sq ft	\$
Trash Haul-Out/Bulk Waste	Per Pickup Load	\$
Disinfection Fogging	Per sq ft	\$

STATE OF NORTH CAROLINA
 COUNTY OF ROWAN

CONTRACT FOR SERVICES

This Contract for Services (the “Contract”) is between the **City of Salisbury**, a North Carolina municipal corporation (“City”), and **[Insert Company Name]**, a North Carolina [type of company] (“Provider”) (collectively, the “Parties”). For valuable consideration received, the Parties agree as follows:

1. Background and Purpose. **[Insert general description of Contract.]**
2. Effective Date. The “Effective Date” is the date the last Party signs this Contract.
3. Provider Obligations.
 - a. Services. Provider shall perform the following services:

[Insert general description of Services. If the services are in a proposal, attach the proposal as Exhibit A and add, “as reflected in the [identify the proposal] attached as Exhibit A and incorporated by reference] (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 all Services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.
4. Compensation. The City agrees to compensate Provider as follows: **[Insert a description of how Provider will be paid (e.g., lump sum, time and materials, unit prices, progress payments, hourly, based on task completion, monthly flat fee, one-time flat fee, etc.). The City does not pay in advance. In limited circumstances, a reasonable down payment is acceptable, but upfront payments of the full amount or of a substantial amount are unacceptable. If a fee schedule or task list is use, attach it as an Exhibit. If the City will provide expenses or reimbursement, include that. It should be clear to both parties how payment will work.]** The total dollar amount of this Contract shall not exceed \$ **[Insert Dollar Amount]**.
5. Term. The Contract shall begin on the Effective Date and shall end without further action by either party on **[Insert Month Day, Year]**, unless sooner terminated in accordance with Paragraph 5.
6. Termination.
 - a. For cause. Except as otherwise stated in this Contract, in the event of a breach of the terms of this Contract, the non-breaching Party shall provide written notice to the breaching Party setting forth the nature of the breach and allowing the breaching Party 15 days to cure the breach, unless the non-breaching Party, in its sole discretion, allows a longer cure period (the “Cure Period”). In either case, the non-breaching Party shall state the date on which the Cure Period will end, which shall be the date the Contract will terminate without further action by either Party unless the breach is cured during the Cure Period.
 - b. For convenience. The City may terminate this Contract at any time at its complete discretion upon 20 day's written notice in writing from the City to Provider prior to the date

of termination. 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.
7. 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 30

days of the rendering of Services. The City shall process payments to Provider within 30 days of receipt of such invoice(s). Invoice(s) should be sent to **[Insert name and e-mail or mailing address]**, for review and approval.

8. **Standard of Performance.** Provider represents that, prior to executing this Contract, Provider became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the City.
9. **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.
10. **Prohibition Against Sex Offenders.** Provider shall not allow any employee or other person to perform any aspect of the Contract who is a registered sex offender. Provider shall have an affirmative duty to ensure compliance with this section by checking the state and national registry for sex offenders against any employee, agent, subcontractor, officer, director, or other person who will in any way perform under this Contract. Provider shall check the registry initially and periodically during the term of the Contract as often as necessary to ensure compliance with this section at all times.
11. **Provider’s Employees.** Provider’s employees, agents, subagents, volunteers, or any persons authorized to act on behalf of the Provider shall maintain a professional demeanor at all times during the interaction with the City’s patrons and visitors to City facilities. Provider shall refrain from other commercial or political activity while performing this Contract on City Property. Provider shall undergo criminal background checks on all employees and subcontractors working at the direction of the Provider in this Contract, and shall exclude any employees from working in any City facility any employees that: (1) had a conviction of any felony within the past 10 years; (2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or (3) is currently a registered sex offender.
12. **Attached Exhibits.** The following documents, if any, are attached to this Contract and incorporated by reference herein:
 - a. **Exhibit A:** **[Insert Title of Exhibit, or remove]**
13. **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.
14. **Taxes.** Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
15. **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.
16. **Force majeure.** No delay, failure, or default will constitute a breach of this Contract to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of nature, riots, embargoes, failure of communications networks, denial of service/access attacks or other causes beyond the performing Party’s reasonable control.
17. **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 Services by mutual agreement of the Parties shall be of the essence to this Contract.
18. **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.

19. Indemnification. To the maximum extend allowed by law, Provider shall indemnify and hold harmless the City and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney’s fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an “evidence of indebtedness” for purpose of N. C. Gen. Stat. § 6-21.2.
20. 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.
21. 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.
22. Nondiscrimination. By signing this Contract, Provider, 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, religion, sex, national origin, disability, or any other status protected by federal law in its employment or business practices, and with respect to the subject matter of this Contract, except where such actions are otherwise excepted from or allowed by federal nondiscrimination law, including, but not limited to, Title VII of the Civil Rights Act of 1964.
23. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this Contract without the prior written approval of the City.
24. Amendments in writing. This Contract may be amended only in writing and signed by both Parties.
25. Governing law. North Carolina law will govern the interpretation and construction of the Contract.
26. Entire agreement. This Contract, including the purchase order, if any, used in connection with this Contract 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 this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
27. 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.
28. 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.”
29. 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 signed this Contract as of the date indicated.