



500 N. Main Street

Salisbury, NC 28146

704-636-7500

Request for Proposal (RFP)

HVAC Air Filter Services

Project	HVAC Air Filter Services
Contact Person for Questions/Concerns:	Rhonda McDaniel, Administrative Assistant Phone: 704-630-6131 Email: mcdanirp@rss.k12.nc.us
Date	May 13, 2024
Bid Due	Bids Due by 2:00 p.m. on May 24, 2024 Bids will be publicly opened at 3:00 p.m. on May 24, 2024 at the Wallace Educational Forum
Submit Sealed Bids To:	Dr. Jamie Durant, Chief Operations Officer, 500 North Main Street, Salisbury, NC 28144
Project Statement	Provide HVAC Air Filter Services at all RSS School Locations. This proposal is for the 2024-2025 school year, with the option to extend through the 2026-2027 school year.
Scope of Work	<ol style="list-style-type: none"> a. The contractor shall provide, install, and dispose of all air filters at all RSS school locations. b. The contractor shall provide and pay for all materials, tools, equipment, and labor, and perform all other acts, and supply all other services and things necessary to fully and properly perform and complete the work. c. The contractor should change the filters on a 3-month rotation or (4) times a year. d. The contractor should provide and install all frames. e. Disclaimer- Please See Exhibit A: Filter sizes and numbers have changed and also, new Air Fresher systems have been placed in the schools so the contractor would have to visit sites to get an accurate count of Filters.
Filter Specifications	The Filters should have a rating of Merv-10/Anti-Microbial and specialty filters (Charcoal) if needed for certain health conditions.
Proposal Submission Requirements	<ol style="list-style-type: none"> A. Company name, address, and contact information. B. Detailed product specifications for the project C. Pricing for the requested quantities D. Delivery timeline E. Warranty information F. By submitting a proposal, if you are awarded the bid, you agree to execute the Rowan-Salisbury form contract for services, attached as Exhibit B. G. A list of references, especially from local government units

Evaluation Criteria:	Compliance with filter specifications Competitive Pricing Delivery timeline
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	Warranty and customer support Vendor reputation and references
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Minority and Women owned businesses are encouraged to apply. Rowan-Salisbury Schools reserves the right to reject any or all bids.

	ELEMENTARY SCHOOLS		
Site Number	Name of School	Address	Bell Times
312	Bostian Elementary	4245 Old Beatty Ford Road, China Grove, NC 28023	7:30 a.m. - 2:30 p.m.
315	C.T. Overton Elementary	1825 W. Park Road, Salisbury, NC. 28144	8:30 a.m. - 3:30 p.m.
316	China Grove Elementary	514 S. Franklin Street, China Grove, NC 28023	8:30 a.m. - 3:30 p.m.
346	E.D. Koontz Elementary	685 E. Ritchie Road, Salisbury, NC 28144	8:30 a.m. - 3:30 p.m.
347	Ethan Shive Elementary	655 Holshouser Road, Rockwell, NC 28138	8:30 a.m. - 3:30 p.m.
356	Granite Quarry Elementary	118 S. Walnut Street, Granite Quarry, NC 28146	7:30 a.m. - 2:30 p.m.
358	H.D. Isenberg Elementary	2800 Jake Alexander Blvd., Salisbury, NC 28147	7:30 a.m. - 2:30 p.m.
359	Hanford Dole Elementary	465 Choate Road, Salisbury, NC 28146	7:30 a.m. - 2:30 p.m.
360	Hurley Elementary	625 Hurley School Road, Salisbury, NC 28147	7:30 a.m. - 2:30 p.m.
362	Knollwood Elementary	3075 Shue Road, Salisbury, NC 28144	7:30 a.m. - 2:30 p.m.
364	Landis Elementary	801 W. Ryder Avenue, Landis, NC 28088	7:30 a.m. - 2:30 p.m.
366	Millbridge Elementary	155 Ed Deal Road, China Grove, NC 28023	8:30 a.m. - 3:30 p.m.
368	Morgan Elementary	3860 Liberty Road, Gold Hill, NC 28071	8:30 a.m. - 3:30 p.m.
372	Mt. Ulla Elementary	13155 NC Hwy 801, Mt. Ulla, NC 28125	8:30 a.m. - 3:30 p.m.
373	North Rowan Elementary	600 Charles Street, Spencer, NC 28159	7:30 a.m. - 2:30 p.m.
392	Rockwell Elementary	114 Link Street, Rockwell, NC 28138	7:30 a.m. - 2:30 p.m.
406	West Rowan Elementary	480 Mimosa Street, Cleveland, NC 27013	7:30 a.m. - 2:30 p.m.
		MIDDLE SCHOOLS	
308	Henderson Independent	1215 North Main Street, Salisbury, NC 28144	7:30 a.m. - 2:30 p.m.
314	C.C. Erwin Middle	170 St. Lukes Church Road, Salisbury, NC 28146	7:30 a.m. - 2:30 p.m.
320	China Grove Middle	1013 North Main Street, China Grove, NC 28023	7:30 a.m. - 2:30 p.m.
328	Corriher-Lipe Middle	214 West Rice Street, Landis, NC 28088	7:30 a.m. - 2:30 p.m.
377	North Rowan Middle	512 Charles Street, Spencer, NC 28159	7:30 a.m. - 2:30 p.m.
398	Southeast Middle	1570 Peeler Road, Salisbury, NC 28146	7:30 a.m. - 2:30 p.m.
	Summit Virtual Academy	1636 Parkview Circle, Salisbury, NC 28144	8:30 a.m. - 3:30 p.m.
410	West Rowan Middle	5925 Statesville Blvd., Salisbury, NC 28144	7:30 a.m. - 2:30 p.m.
		HIGH SCHOOLS	
308	Henderson Independent	1215 North Main Street, Salisbury, NC 28144	9:30 a.m. - 4:30 p.m.
340	East Rowan High	175 St. Lukes Church Road, Salisbury, NC 28146	8:30 a.m. - 3:30 p.m.
361	Jesse Carson High	290 Kress Venture Drive, China Grove, NC 28023	8:30 a.m. - 3:30 p.m.
376	North Rowan High	300 N. Whitehead Avenue, Spencer, NC 28159	8:30 a.m. - 3:30 p.m.
396	Salisbury High	500 Lincolnton Road, Salisbury, NC 28144	8:30 a.m. - 3:30 p.m.
400	South Rowan High	1655 Patterson Road, China Grove, NC 28023	8:30 a.m. - 3:30 p.m.
408	West Rowan High	8050 NC-801 Highway, Mt. Ulla, NC 28125	8:30 a.m. - 3:30 p.m.
		OTHER SITES	
890	Horizons Unlimited	1636 Parkview Circle, Salisbury, NC 28144	
800	Wallace Educational Forum	500 North Main Street, Salisbury, NC 28144	
802	Transportation Department	2724 Old Concord Road, Salisbury, NC 28144	
870	Carter Building	1000 North Long Street, Salisbury, NC 28144	

EXHIBIT A

School	Filter Size	QTY
Bostian Elementary	10x36x1	12
	20x20x1	17
	16x20x2	4
	15x30x1	8
	18x20x1	4
	16x25x1	12
	16x25x2	4
	12x24x2	1
	9x35x1	2
	10x40.5x1	2
	8x56x1	2
	10x48x1	2
	Overton Elementary	20x25x2
20x20x2		4
9x19x1		4
16x20x2		4
16x25x2		8
13x53-1/2x1		1
13x65-1/2x1		16
13x77x1		11
9x61x1		1
9x33x1		1
15x30x1		5
Rockwell Elementary	21x21x1	10
	16x20x2	12
	8x33x1	1
	20x20x1	1
	8x16x1	9
	8x24x1	6
	13x41x1	1
	13x53-1/2x1	24
	8-3/4x19x1	6
	8-3/4x52-1/2x1	2
	13x65-1/2x1	11
	13x77x1	8
	15x30x1	2

School	Filter Size	QTY
China Grove Elem.	16x20x2	6
	16x25x2	9
	8x28x1	8
	10x48-1/4x1	20
	10x27x1	6
	11x69x1	12
	10x60x1	6
	8x26x1	13
	7.5x7.5x1	3
	9.5x9.5x1	1
	10x36-1/4x1	4
	21x21x1	3
	16x16x1	3
	11.5x11.5x1	7
	8x40.5x1	2
	11x12x1	3
	8x48x1	2
	20x21x1	4
	8x44x1	1
	13-3/4x13-3/4x1	1
	20x20x1	10
	20x20x2	12
Shive Elementary	16x32x1	27
	16x20x1	12
	16x25x1	2
	16x40x1	6
	19x19x1	59
	24x24x2	2
	20x24x2	7
	20x20x2	6
	12x24x2	1
	16x20x2	2

School	Filter Size	QTY
Granite Quarry Elem.	16x20x2	4
	20x20x2	4
	16x20x2	2
	9x33-3/4x1	1
	13-1/4x77-1/2x1	6
	9x42x1	1
	9x52x1	1
	22x22x1	10
	20x25x2	4
	13-1/4x53-1/2x1	10
	9x42x1	3
	9x33-3/4x1	1
	16x25x1	3
	20x20x1	1
	9x42x1	2
	13-1/4x41.5x1	4
	9x33.5x1	1
	9x42x1	2
	22x22x1	5
	13-1/4x77.5x1	7
9x42x1	2	
9x16x1	2	
9x33-3/4x1	2	
9x16x1	3	
15x30x1	3	
16x20x2	2	
Hanford Dole Elem.	15x30x1	1
	19x19x1	60
	20x24x2	12
	23.5x24x2	14
	12x24x2	2
	18x24x2	12
	10x48x1	2
20x23.5x2	12	
North Rowan Elem.	20x24x2	20
	20x20x2	28
	16x20x2	24
	15x30x1	2
	20x20x1	2

School	Filter Size	QTY
Hurley Elementary	16x20x1	1
	16x30x1	3
	13-3/4x27-1/2x1	1
	16x25x2	4
	20x25x2	8
	13x77-1/2x1	6
	8-1/2x33-1/2x1	1
	17-1/2x17-1/2x1	15
	11-1/2x11-1/2x1	3
	13-1/2x13-1/2x1	4
	8-1/2x33-1/2x1	2
	20x20x1	3
	16x32x2	1
	16x25x2	1
	20x20x1	3
	5x5x1	1
	8-3/4x19-1/4x1	1
	8-3/4x33-1/2x1	2
	13x77-1/2x1	6
	20x20x1	3
	8-3/4x19-1/4x1	1
	16x20x2	4
	16x25x2	8
Isenberg Elementary	16x25x2	16
	20x25x2	46
	15x30x1	8
	20x25x1	4
	20x20x2	28
	20x20x1	40
Koontz Elementary	20x20x1	90
	16x20x1	1
	16x40x2	24
	20x40x2	8
	25x25x2	10
	16x25x2	6
	20x20x2	2
	12x24x2	2
	15x30x1	2

School	Filter Size	QTY
Knollwood Elementary	20x25x2	30
	16x25x2	55
	16x20x2	6
	13.5x27.5x1	7
	15x30x1	2
	16x30x1	4
	12x24x2	3
	24x24x2	3
	18x20x1	16
	16x25x1	4
	15x18x1	6
	18x24x1	12
	Millbridge Elem.	20x25x2
20x24x2		10
14x16x1		6
16x25x2		3
20x20x1		64
16x16x1		3
18x19x1		2
12x12x1		21
16x20x2		22
Mt. Ulla Elementary	20x20x1	58
	18x20x2	1
	16x20x2	13
	20x21x1	1
	16-1/2x21x1	1
	16x25x2	6
	12-1/4x34-3/4x1	2
	15x30x1	2
	20x25x2	8
	9x27x1	1
	14x43x1	1
Morgan Elementary	20x25x1	6
	20x25x2	16
	20x20x2	16
	16x20x2	12
	16x25x2	24
	20x22-1/4x1	11
	25x25x1	22
	15x30x1	10
	20x20x1	4
	16x16x1	6
	15x17x1	4
	13x14x1	9
16x25x1	4	

School	Filter Size	QTY
Salisbury High	14x20x1	2
	16x20x2	4
	14x20x2	3
	14x25x1	1
	16x24x2	8
	18x24x2	3
	16x25x1	3
	20x20x1	3
	20x20x2	27
	20x25x2	10
	24x24x1	6
	8x20x1	1
	8x24-3/4x1	4
	8x27-1/2x1	11
	8x32x1	2
	8x36x1	1
	8x33-3/4x1	5
	8x43-3/4x1	6
	10x43-3/4x1	13
	10x46-1/2x1	21
	10x55-3/4x1	2
	10-3/4x58x1	59
	12x52x1	4
	20x25x1	1
	18x19x1	2
	14x16x1	6
	12x18x1	6
	10x14x1	3
	12x52x1	2
	20x25x1	1
	20x20x1	2
	10x56x1	4
	7-1/2x65x1	1
24x24x2	2	
12x24x2	8	
24x24x4	6	
24x24x4	8	
12x24x4	2	

School	Filter Size	QTY	
Carson High	20x20x1	8	
	18x24x2	11	
	11-1/4x23-1/4x2	10	
	19-1/4x23-1/4x2	26	
	23-1/2x24x2	22	
	23-1/4x23-1/4x2	24	
	11-1/4x24x2	1	
	20x24x2	30	
	16x20x2	19	
	24x24x2	18	
	20x25x2	9	
	12x23-1/2x2	2	
	19-1/4x24x2	2	
	16x25x2	2	
	16x25x4	1	
	South Rowan High	20x20x1	36
		10x36x1	17
10x48x1		18	
10x26x1		5	
10x72x1		26	
10x59x1		1	
10x56x1		8	
20x25x2		16	
12x22x1		2	
10x60x1		5	
16x25x2		24	
11x29x1		36	
11x23x1		4	
8x27-1/2x1		6	
10x44x1	8		
Henderson Independent	8-1/4x31-1/4x1	6	
	8-1/4x27-3/4x1	7	
	8-1/4x19-3/4x1	8	
	20x20x1	5	
	16x21x1	1	
	11x57-3/4x1	8	
	11x45-3/4x1	12	
	11x69-3/4x1	8	
	16x25x2	3	
16-1/2x21-3/4x1	1		

School	Filter Size	QTY
East Rowan High	17x17x1	4
	21x21x1	16
	20x20x1	23
	7-1/2x7-1/2x1	4
	20x20x2	11
	15-1/2x15-1/2x1	4
	9x33-1/2x1	3
	9x24x1	9
	9x61x1	4
	9x42x1	7
	9x16x1	1
	8-3/4x2x1	2
	15x77-1/2x1	22
	15-1/2x41-1/2x1	4
	15x65-1/2x1	15
	13-1/2x53-1/2x1	20
	11-1/2x11-1/2x1	1
	16x25x2	3
	16x20x1	7
	20x25x2	28
	20x24x2	4
West Rowan High	10x37x1	3
	10x30x1	14
	10x41x1	2
	10x48x1	23
	20x20x1	18
	7-3/4x21x1	11
	10x72x1	7
	7-3/4x24x1	1
	7-3/4x57-3/4x1	8
	7-1/2x41x1	2
	24x24x1	2
	16x20x2	14
	20x20x2	20
	18x24x2	2
	16x24x2	3
	14x25x2	1
	14x20x2	2
	20x25x2	6
	12x22x1	1
	12-3/4x28x1	1
	10x36-3/8x1	6
	10x23-1/2x1	1
	10x23x1	5
	10x23-3/4x1	3

School	Filter Size	QTY	
North Rowan High	8x40-1/2x1	2	
	10x27x1	13	
	10x60-1/2x1	15	
	10x36-1/2x1	20	
	10x48-1/4x1	7	
	16x25x2	16	
	9x43-3/4x1	4	
	20x25x2	20	
	16x20x2	16	
	20x22-1/4x1	8	
	8-1/2x30x1	1	
	20x20x1	2	
	21x21x1	28	
	24x24x2	12	
	35-1/4x23-1/4x1	12	
	10x36-1/4x1	2	
	10x65x1	3	
	China Grove Middle	20x20x2	8
		16x20x2	6
		16x20x1	4
16x25x1		3	
10x36x1		2	
10x60x1		2	
10x48x1		21	
20x20x1		27	
15x30x1		2	
8x48x1		2	
8x40x1		5	
14x25x1		1	
15x20x1		2	
8x56x1	1		
20x30x2	2		
Early College	15x30x1	11	
Wallace Ed Forum	16x20x2	70	
	16x20x1	2	

School	Filter Size	Number
Corriher Lipe Middle	15-1/4x53-1/2x1	17
	20x24x1	6
	9x24x1	7
	13-1/4x53-1/4x1	13
	13-1/4x65-1/2x1	1
	8-3/4x33-1/2x1	10
	8-3/4x42x1	8
	20x25x2	7
	8-3/4x19x1	1
	8-3/4x52-1/2x1	5
	16x25x2	10
	15-1/4x65x1	6
	8-3/4x16x1	5
	25x25x2	8
	15-1/4x41-1/2x1	1
	20x20x2	4
	8-3/4x61-1/4x1	2
	16x20x2	4
	20x20x1	9
Southeast Middle	16x20x2	16
	20x20x2	8
	20x20x1	21
	20x25x2	12
	16x25x2	20
	21x45x1	51
	8-7/8x58-3/4x1	9
9x19x1	1	
Erwin Middle	20x20x2	88
	20x25x2	10
	9x32x1	11
	20x25x1	2
	16x25x1	2
	9x43x1	6
	9x21x1	3
	21-1/2x23-1/2x1	2
	20x20x1	33
	16x20x2	12
North Rowan Middle	19-1/2x19-1/2x1	72
	16x20x1	16
	9x35x1	3
	14x20x1	8
	22x48x1	11
	10x51x1	1
	20x20x2	4
	16x26x1	8
	10x26x1	1
9x59x1	1	

School	Filter Size	Number
Horizons Unlimited	16x25x1	1
	20x25x1	1
	16x25x1	1
	20x25x1	1
	16x25x2	4
	16x20x2	2
	16x25x2	4
	16x20x2	2
	20x20x2	4
	20x20x1	2
	16x20x1	2
	16x25x1	1
	20x25x1	1
	16x25x2	2
	20x25x2	3
Transportation (Bus Garage)	24x24x1	2

Exhibit B

ROWAN-SALISBURY BOARD OF EDUCATION CONTRACT FOR HVAC AIR FILTER SERVICES

This contract for HVAC Air Filter services (the "Contract") is made and entered into this [DATE] day of [MONTH], 202[], between the Rowan-Salisbury Board of Education (the "School System"), 500 North Main Street Salisbury, NC 28144, and [CORPORATE NAME OF PROVIDER] (the "Provider"), [PROVIDER'S ADDRESS].

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

1. Obligations of Provider. Provider hereby agrees to provide services to the School System as follows:
 - 1.1. [OPTION 1 - INCLUDE A DESCRIPTION OF DETAILED SERVICES, OR OPTION 2 - ATTACH "EXHIBIT A" WITH SCOPE OF SERVICES, OR OPTION 3 - BID AWARD NUMBER; AS APPLICABLE] Work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.
 - 1.2. Records Maintenance. Provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
2. Term. The services described in the Contract will be provided from July 1, 2024 through June 30, 2025 unless sooner terminated as herein provided.
3. Compensation. The School System hereby agrees to compensate Provider in the amount of \$ [] once all services have been rendered in accordance with the terms of this Contract. Provider shall provide School System with invoice(s) itemized by service 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 School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. Invoices should be sent to accountspayable@rss.k12.nc.us, for review and approval. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s). In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.
4. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 3 for all services performed as of the date of termination.
5. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
6. Contract Funding. It is understood and agreed between Provider and the School System that the School

System'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 Commercial General Liability in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Provider shall maintain \$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. Provider also agrees to maintain \$1,000,000 in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. The Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 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 School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System 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. Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
11. Lunsford Act. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry

checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Exhibit B) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the School System to perform a criminal background check on each individual at the School System's expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

12. Indemnification. Provider shall indemnify and hold harmless the School System 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.
13. Relationship of Parties. Provider shall be an independent contractor of the School System, 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 School System.
14. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not 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 shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS

and Treasury Department regulations.

15. 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.
16. Anti-Nepotism. Unless disclosed to the School System in writing prior to the Board's approval and execution of the Contract, 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 Rowan-Salisbury Board of Education or of any principal or central office staff administrator employed by the School System. 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 Superintendent of Schools. Unless disclosed prior to the execution of the Contract or formally waived by the School System at a Board meeting, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.
17. Applicable School Board of Education Policies. Provider acknowledges that the Rowan-Salisbury Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board's policies are available on the School System's website.
18. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
19. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
20. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
21. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Contract, the terms and conditions of this Contract shall prevail.
22. 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.
23. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:
 - Exhibit A: Scope of Work
 - Exhibit B: Service Contract Template
 - Exhibit C: Sexual Registry Check Certification Form

24. 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.
25. 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."
26. 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.

**ROWAN-SALISBURY
BOARD OF EDUCATION**

[PROVIDER]

Board Chair

Authorized Signature

ATTEST:

Superintendent

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

School System Finance Officer

Date

Exhibit C

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM'S REPRESENTATIVE

Project Name: _____ Contract: _____

Check the appropriate box to indicate the type of check:

Initial Supplemental Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Contract for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Contract, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (**Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov>**). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Contract if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Contract (initial check), any time additional contractual personnel may perform work under the Contract (supplemental check), and at each anniversary date of the Contract (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name)

_____ (signature / date)