

## **CITY OF GREENSBORO**

### **PROFESSIONAL SERVICES CONTRACT**

This contract made and entered into this the **August 20, 2019**, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the City) and **Microsoft**, (hereafter referred to as the Consultant).

#### **WITNESSETH:**

#### **Professional Services Rendered**

In consideration of the monetary payment hereinafter described, the Consultant will provide services to the **Information Technology** Department, **Microsoft Enterprise Agreement Renewal**.

#### **Relationship**

The Parties in this contract agree that the Consultant is a professional corporation, and that the relationship created by this contract is that of employer and independent contractor. The Consultant is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Consultant may practice his profession for others during those periods when the Consultant is not performing work under this contract for the City.

#### **Supervision and Inspection**

In the performance of the work contemplated in this agreement, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City and shall be subject to the City's general rights of inspection and supervision to secure the satisfactory completion thereof.

#### **Specific Duties & Responsibilities**

The specific duties and responsibilities of the Consultant shall include but not be limited to the items located in the Statement of Work.

#### **Term**

The term of this Agreement shall be for a period of **One year**.

#### **Compensation**

The City agrees to pay the Consultant compensation rates as detailed in attachment, attached hereto and made a part hereof. The total compensation is estimated to not exceed **\$316,996.16** for the respective year. Payments on this contract are contingent upon sufficient appropriations being approved by City Council in succeeding fiscal years. Bills for fees or other compensation for services or expenses shall be submitted to the City in detail sufficient for a proper pre-audit and post audit thereof.

#### **Invoices**

### 1. Submittal

Invoices to the City for compensation shall be submitted not more often than monthly. Invoices will be based on 100% of the work completed during the preceding month.

### 2. Receipts Required

Where invoices are based in part on reimbursable expenses, the Consultant shall collect and maintain receipts for said expenses and shall make the receipts available to the City, if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes.

### 3. Disputed Items

If any items in any invoices submitted by the Consultant are disputed by City for any reason, including the lack of supporting documentation, City shall temporarily delete the item(s) and shall promptly notify the Consultant of dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

## **Payment of Taxes and Insurance**

The Consultant assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Consultant agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

## **Amendments**

Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.

## **Termination for Convenience**

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the Consultant of a written notice of termination thirty (30) days before the effective date of the termination.

## **Failure to Comply With Terms of Contract**

Should the Consultant fail to comply with the terms of this contract, the Consultant, upon actual or constructive notice of the default shall have thirty (30) days to remedy the default. Should the Consultant fail to remedy the default, the contract is terminated immediately upon the expiration of the thirty (30) days.

## **Rights**

City retains the exclusive rights to cancel, stop or re-schedule any or all services associated with the Contract.

### **Non-Discrimination Requirements**

In hiring, contracting, and all other acts, Consultant shall abide by all local, State and federal laws and regulations relevant to Minority/Women's Business Enterprises and shall not discriminate on the basis of sex, age, race, creed, color, religion, national origin, or disability.

### **Compliance With Applicable Law**

Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.

### **Indemnification**

The Consultant does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise while the Consultant is performing, or as a result of, work pursuant to this Agreement.

### **Severance**

Should any part of this contract be declared unenforceable, all remaining sections remain in force.

### **Governing Law**

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

### **Scope of Agreement**

This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.