

**REQUEST FOR QUOTATION - THIS IS NOT AN ORDER**

REQUEST FOR QUOTATION	
NUMBER <b>Q# 6645</b>	DATE Pre-Bid 04/10/24 at 10:00 am
PURCHASING DEPARTMENT	
TELEPHONE 336-370-3240	PURCHASING AGENT Velicia Moore

GUILFORD COUNTY SCHOOLS  
PURCHASING DEPARTMENT  
501 W. Washington St.  
GREENSBORO, NC 27401  
PHONE: 336-370-3240  
FAX: 336-271-3346

QUOTE NO LATER THAN

**DATE: April 18, 2024 TIME: 2:00 pm (EST)**

Req.

<p><b>CONTRACTOR</b> FILL IN NAME &amp; ADDRESS IN THIS SECTION</p>
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WHERE APPLICABLE, ALL PROPOSALS SHALL BE SUBJECT TO THE ATTACHED FORM AS-53, INSTRUCTIONS TO BIDDERS.

Note: Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.

Bidder also certifies under penalty of perjury that this bid has not been arrived at collusively and that he has not violated any Federal or North Carolina antitrust laws.

**TERMS**

ITEM	DESCRIPTION	AMOUNT
	<p>Per below Specifications and Instructions to Bidders, vendors are to supply all labor and materials to complete the Fuel Pipe Replacement at GCS Transportation Department.</p> <p>Quotes shall be returned via email to ATTN: Velicia Moore at <a href="mailto:gaddyv@gcsnc.com">gaddyv@gcsnc.com</a> by the date listed above.</p> <p>The Guilford County BOE Reserves the right to reject any or all bids presented and to waive any informalities and irregularities. Guilford County Schools reserves the right to award this project in part or in whole, whichever is deemed to be in the best interest of the district. The award is contingent upon availability of funds.</p> <p>Minority businesses are encouraged to submit proposals for this project. The Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes, Section 168A-3.</p> <p>(Guilford County Schools is NOT tax exempt)</p>	<p align="right"><b>Labor Cost:</b> _____</p> <p align="right"><b>Material Cost:</b> _____</p> <p align="right"><b>Freight Charge:</b> _____</p> <p align="right"><b>Taxes:</b> _____</p> <p align="right"><b>Total:</b> _____</p>

WE QUOTE YOU AS ABOVE

NAME OF COMPANY \_\_\_\_\_

BY (SIGNATURE AND TITLE) \_\_\_\_\_

FEDERAL/SOCIAL SECURITY I.D. NO. \_\_\_\_\_

N.C. SALES & USE TAX REGISTRATION NO. \_\_\_\_\_

PHONE: ( ) \_\_\_\_\_

FAX: ( ) \_\_\_\_\_

## **SCOPE OF WORK**

This work includes:

1. Obtain permit from Guilford County Fire Marshall for removal and replacement of existing underground fuel lines.
2. Use a private location firm as well as 811 for existing underground utilities.
3. Remove residual fluids/sludge from UST's and piping for disposal. Assume UST's have less than 2 inches of fluid to be disposed of, if necessary.
4. Purge vapors from the inside of UST's to bring tank interiors and document lower explosive level (LEL) and % oxygen readings for fire marshal prior to UST removal.
5. Remove and replace associated underground piping to all dispensers and tanks.
6. All excavations will be backfilled with soil or other suitable material and compact to 95% Standard Proctor once soil sampling is complete and UST basin can be backfilled.
7. GCS will contract with a NCDEQ approved environmental consultant to sample all required soil samples where existing fuel lines were located. All information will be collected per NCDEQ guidelines and submitted to NCDEQ.
8. The contractor will be responsible for obtaining the required permits from the City of Greensboro or Guilford County.



## Section II - Portion of the Work to be Performed by Minority Firms

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with MWBE. MWBE will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if necessary)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

\*MWBE categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

## AFFIDAVIT B Intent to Perform Contract with Own Workforce.

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

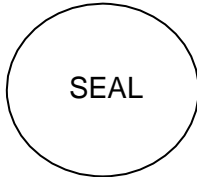
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**GUILFORD COUNTY SCHOOLS  
SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (this "Agreement") is entered into effective this the \_\_ day of \_\_\_\_\_, 202\_ (the "Effective Date") by and between GUILFORD COUNTY BOARD OF EDUCATION, a North Carolina public school board operating under the auspices of N.C. General Statute § 115C-40, et seq. (the "Board"), and the contractor set forth in Table 1 below ("Contractor"). The Board and Contractor are collectively referred to herein as the "Parties" and each individually as a "Party."

**Table 1 (Contractor Information):**

Contractor Name:	
Address, City, State, Zip:	
SSN / TIN:	
Email:	
Phone Number:	

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services and Deliverables. During the Term (as defined below), Contractor shall perform the following services (the "Services") and deliver the following deliverables (the "Deliverables"), subject to the terms and conditions of this Agreement:

The Services and Deliverables described above shall be provided to the Board by Contractor on or before the following dates:

Service(s) / Deliverable(s)	Date

2. Fees; Payment.

2.1 Fees. In consideration for the Services and Deliverables provided under this Agreement, the Board shall pay to Contractor the fees and expenses set forth in Table 2 below (the "Fees").

**Table 2 (Fees):**

Service or Deliverable	Amount / Rate
<b>TOTAL:</b>	<b>\$</b>

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE TOTAL FEES, IN AGGREGATE, PAID BY THE BOARD FOR SERVICES AND DELIVERABLES UNDER THIS AGREEMENT SHALL NOT EXCEED \$[MAXIMUM AMOUNT].

2.2 Invoicing and Payment. Unless otherwise set forth in this Agreement, Contractor shall issue monthly invoices to the Board detailing the Fees owed for Services performed and Deliverables under this Agreement. The Board shall pay all Fees owed to Contractor within thirty (30) days after the Board receives the applicable invoice, except for any amounts disputed by the Board in good faith. Notwithstanding anything to the contrary contained in this Agreement, Contractor must submit the final invoice by June 5 of the Board's fiscal year during which the Services are to be performed. In the event Contractor does not timely submit the final invoice, then the Board shall have no obligation to pay Contractor the Fees applicable to such invoice.

Each invoice shall contain at least the following information: (i) Contractor contact information, (ii) the date(s) the Services were provided, (iii) the total hours of Services performed, (iv) the amount of Services performed, but unbilled (i.e., the outstanding balance owed to Contractor), (v) the hours of Services remaining under this Agreement, (vi) any other information as mutually agreed to by the Parties in writing.

2.3 Disputed Fees. In the event of a payment dispute, the Board shall deliver a written statement to Contractor no later than ten (10) days before the payment is due, listing all disputed Fees and providing a reasonably detailed description thereof. Notwithstanding the foregoing, undisputed fees shall be deemed accepted and shall be paid within the period set forth in Section 2.2.

2.4 Taxes. Contractor shall pay all federal, state and FICA taxes of Contractor for providing Services under this Agreement. Upon reasonable request by the Board, Contractor shall provide a breakdown of all sales and use taxes paid on labor, materials, parts and supplies. N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of N.C.G.S. § 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. By executing this Agreement, Contractor certifies that it collects, and will continue to collect, the appropriate taxes.

3. GCS Contract Administrator. The Board hereby designates \_\_\_\_\_ as the GCS contract administrator.

4. Term; Termination.

4.1 Term. This Agreement shall commence on the Effective Date and shall be effective until the earlier of: (i) June 30 of the Board's fiscal year during which the Services are provided, or (ii) the completion of the Services, in each case unless sooner terminated pursuant to this Agreement. The Term of this Agreement may be extended as mutually agreed to by the Parties in writing.

4.2 Termination.

a. *Termination for Convenience.* The Board may terminate this Agreement at any time, with or without reason, upon thirty (30) days' prior written notice to Contractor. In the event this Agreement is terminated by the Board pursuant to this Section 4.2(a), Contractor shall only be entitled to the amounts due and payable under this Agreement, if any, for Services actually performed prior to the effective date of termination.

b. *Termination for Cause.* Either Party may terminate this Agreement immediately upon written notice to the other Party in the event: (i) the other Party becomes insolvent or is subject to proceedings under any law relating to bankruptcy, insolvency or relief of debtors, or (ii) upon a material breach of this Agreement, which is not cured within thirty (30) days after receiving written notice of such breach from the non-breaching Party. In the event this Agreement is terminated pursuant to this Section 4.2(b), Contractor shall only be entitled to the

amounts due and payable under this Agreement, if any, for Services actually performed on or prior to the effective date of termination; provided, that Contractor shall refund the unused portion of any prepaid amounts for such Services. Notwithstanding the foregoing, if the Board terminates this Agreement pursuant to this Section 4.2(b), Contractor shall be liable for (x) the reasonable costs and expenses incurred by the Board to find a suitable third party to complete the applicable Services, and (y) the reasonable costs to complete the Services that are in excess of the Fees for such Services contemplated hereunder. The Board may withhold any payment due to Contractor hereunder for the purpose of setoff until such time as the exact amount of such costs and expenses and/or excess fees can be determined. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the Board.

c. *Termination due to Non-Appropriation of Funds.* This Agreement is contingent upon the continued availability of appropriations. If sufficient funds are not appropriated by the Board, or sufficient funds are otherwise unavailable to the Board, this Agreement is subject to termination, in whole or in part, without penalty. Contractor will not be entitled to recover any damages in connection with termination under this Section 4.2(c) including, but not limited to, lost profits.

d. *Effect of Termination.* Upon expiration or termination of this Agreement, for whatever reason, Contractor shall return any property furnished to Contractor by the Board for use in connection with the performance of the Services and will reimburse the Board for loss or damage to such property.

Notwithstanding the foregoing, the payment obligations incurred under Section 2 (Fees; Payment) and Section 4 (Term; Termination), and the terms, conditions and obligations of the Parties under Section 5 (Data Privacy and Security), Section 6 (Intellectual Property), Section 7 (Indemnification), Section 8 (Limitation of Liability), and Sections 9-21 (Miscellaneous) shall survive any termination or expiration of this Agreement.

## 5. Data Privacy and Security.

5.1 Addendum. Contractor agrees to comply with the requirements set forth in the Addendum attached hereto as Exhibit A (the “Addendum”), as the same may be amended, modified or updated from time to time by the Board in its sole discretion.

5.2 Student Data from State Student Data System. The State of North Carolina maintains certain Student Data (as defined herein) electronically through a student data system pursuant to N.C.G.S. § 115C-402.5. The sharing of any Student Data from or access to the State of North Carolina’s student data system under this Agreement shall be subject to the terms and conditions of this Section 5.2. “Student Data” means any de-identified data, aggregated data sets, personally identifiable information about students, and other student information including without limitation student data, metadata and user content. Notwithstanding anything contained to the contrary in this Agreement, prior to the disclosure of any Student Data from the State of North Carolina’s student data system hereunder:

a. authorized representatives of each of the Board and Contractor shall execute the Department of Public Instruction (DPI) Data Confidentiality and Security Agreement attached hereto as Exhibit B, in its entirety and without any modifications;

b. Contractor shall complete the Third-Party Data Collection Reporting Worksheet in substantially the form attached hereto as Exhibit C, clearly articulating: (1) the statewide systems to which Contractor will be connecting, (2) Contractor’s method of integration (API, AutoComm, SFTP, etc.), (3) specific data fields requested and the rationale for their inclusion in the request, including how the data will be used in the target system, (4) a description of how the data will be restricted to the users who have a legitimate business need to see the data, and (5) a description of any data written back to the statewide system;



c. Contractor shall submit a Vendor Readiness Assessment Report. “Vendor Readiness Assessment Report” means a report that demonstrates Contractor’s compliance with the baseline security controls in accordance with NIST Special Publication 800-53. Contractor shall use the applicable form of the Vendor Readiness Assessment Report found at: <https://it.nc.gov/documents/vendor-readiness-assessment-report>;

d. Contractor shall submit a third-party conducted assessment report prepared within the previous twelve (12) months, such as and without limitation a Federal Risk and Authorization Management Program (FedRAMP) authorization, Security Operations Center 2 Type 2 audit, ISO 27001 certification, or HITRUST certification; and

e. Contractor must submit documentation with respect to its alignment with the North Carolina Department of Information Technology Statewide Information Security Manual; and

f. Contractor must submit any other certificates, instruments and documents as shall be necessary in connection with the sharing of Student Data under this Agreement as may be reasonably requested by the Board.

6. Intellectual Property. During the performance of the Services under this Agreement, Contractor may create certain intellectual property, including, without limitation, ideas, know-how, techniques, and documentation (collectively, “Intellectual Property”). Except as otherwise stated in this Agreement, any such Intellectual Property that is exclusively created as part of a Deliverable, including all rights in, to and under such Intellectual Property, shall be the sole and exclusive property of the Board. To the extent pre-existing Intellectual Property of Contractor is incorporated into a Deliverable, Contractor hereby (i) assigns to the Board all rights in, to and under the Deliverables, other than said pre-existing Intellectual Property of Contractor, and (ii) grants the Board a perpetual, irrevocable, royalty-free license to use such pre-existing Intellectual Property of Contractor in connection with its use of the Deliverables. Notwithstanding the foregoing, each Party shall retain title and full ownership rights to all of its pre-existing Intellectual Property under the copyright laws of the United States or any other jurisdiction or under any federal, state, or foreign laws, provided, that nothing contained in this clause shall grant Contractor any ownership, use, or distribution rights to Data (as defined in the Addendum) other than as may be required to fulfill Contractor’s obligations under this Agreement. Contractor agrees that, if applicable, the Deliverables shall be considered “works for hire.” Contractor warrants that any Intellectual Property of the Contractor as modified through Services provided hereunder will not infringe upon or violate any patent, property right or trade secret right of any third party.

7. Indemnification. Contractor agrees to indemnify, defend and hold harmless the Board, Guilford County Schools (“GCS”), and their respective officers, directors, employees, agents and/or representatives (collectively, “Board Indemnified Parties”) from and against all losses, claims, damages, demands, liabilities, costs and expenses (including, without limitation, attorneys’ fees, expenses and costs of investigation) arising out of or related to (i) the performance of the Services by Contractor and its agents, subcontractors and representatives under this Agreement; and (ii) a breach by Contractor or any of Contractor’s agents, subcontractors and representatives of this Agreement. Contractor shall not, without the prior written consent of the Board (which consent shall be in the Board’s sole discretion) settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought pursuant to this sentence (whether or not any Board Indemnified Parties is an actual or potential party to such claim, action or proceeding), unless such settlement, compromise or consent includes an unconditional release of each of the Board Indemnified Parties from all liability arising out of such claim, action or proceeding.

8. Limitation of Liability.

8.1 EXCEPT AS OTHERWISE STATED IN SECTION 8.3 BELOW, IN NO EVENT SHALL THE BOARD OR CONTRACTOR, OR THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES AND AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGE LOSS OR DAMAGE OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE.

8.2 EXCEPT AS OTHERWISE STATED IN SECTION 8.3 BELOW, THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF A PARTY AND ITS AFFILIATES FOR DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL BE THE FEES PAID AND/OR OWED (AS APPLICABLE) BY THE BOARD UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE BREACH FOR THE SERVICES THAT ARE THE SUBJECT OF THE BREACH. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACTOR PROVIDING SERVICES TO THE BOARD, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

8.3 THE LIMITATIONS SET FORTH IN SECTIONS 8.1 AND 8.2 ABOVE SHALL NOT APPLY IN THE CASE OF (I) DAMAGES CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF EITHER PARTY; OR (II) ANY BREACH OF SECTION 5 (DATA PRIVACY AND SECURITY) OR SECTION 6 (INTELLECTUAL PROPERTY) OF THIS AGREEMENT. IN EACH CASE, THE AGGREGATE LIABILITY SHALL BE LIMITED TO THE GREATER OF (X) THE AGGREGATE AMOUNT PAID BY THE BOARD TO CONTRACTOR UNDER THIS AGREEMENT DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING NOTICE OF THE CLAIM BY THE NON-BREACHING PARTY, AND (Y) THREE MILLION DOLLARS (\$3,000,000).

9. Persons on GCS Campuses. If, during the performance of the Services, Contractor or any Person (for purposes of this Agreement, "Person" means means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization or other entity) working at the direction or on behalf of Contractor is anticipated to be on the property of GCS for any reason, each such Person shall be subject to the following requirements:

9.1 Criminal background investigations of all individuals working on school property (sites occupied with students and sites not occupied with students) are required. At a minimum, Contractor shall obtain a complete criminal background investigation for Contractor and all of its agents and subcontractors who will work on a site, covering a period for the last seven (7) years. The company providing such information must be recognized by local law enforcement agency as qualified to do so. All costs associated with criminal background checks of Contractor are the responsibility of Contractor. Any individual, including Contractor, with the following criminal convictions or pending charges will NOT be permitted on any school project or property: (i) child molestation or abuse or indecent liberties with a child; (ii) rape; (iii) any sexually-oriented crime; (iv) drugs; felony use, possession or distribution; (v) murder, manslaughter or other death-related charge; or (vi) assault with a deadly weapon or assault with intent to kill. Any individual with a prior conviction or pending charges contained in the aforementioned list shall not be permitted on school property or to perform Services hereunder.

9.2 Contractor will submit with an executed copy of this Agreement evidence of Covid-19 safety protocols. Contractor will also read and be bound by GCS's Covid-19 protocols and any other requirements related to health and safety in place at the time Services are provided. This includes, without limitation, notification of exposure to Covid-19 or any other communicable disease, adherence to all safety protocols, including without limitation masking requirements, testing requirements and other safety measures.

9.3 At all times during the provision of Services on GCS's property, Contractor and its personnel, representatives, agents and permitted subcontractors shall wear and display name badges accurately identifying said personnel, employee, representative, agent or permitted subcontractor, and each of such parties shall follow the applicable GCS office procedures for signing in and out of any building of GCS that they attend.

10. Compliance with Laws. Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, district, and local agencies having jurisdiction and/or authority.

11. Care of Property. Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to Contractor or purchased by Contractor for the benefit of the Board or GCS for use in connection with the performance of this Agreement and will reimburse the Board for loss or damage of such property.

12. Federal Uniform Guidance. Notwithstanding anything contained in this Agreement to the contrary, any use of an award or expenditure of federal financial assistance under this Agreement shall be subject to the terms and conditions of The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") at 2 C.F.R. Part 200. In the event the Services under this Agreement are subject to this Section 12, the Parties agree to reasonably cooperate with each other and their respective representatives in connection with any steps required to comply with the Uniform Guidance, including without limitation executing and delivering such additional documents, agreements and other instruments, and performing such other acts required by the Uniform Guidance to reasonably carry out the intent of this Agreement.

13. Advertising. Contractor shall not use the award of this Agreement as part of any news release or commercial advertising.

14. Notice. All notices and other communications required to be given to a Party pursuant to the terms of this Agreement shall be in writing, shall be addressed, unless such other address is provided by notice in writing to the other Party, to Contractor at the address set forth in the recitals of this Agreement, and (ii) to the Board in accordance with the information listed below:

Guilford County Board of Education  
712 North Eugene Street  
Greensboro, NC 27401  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

Each such notice or other communication shall be deemed to have been received (a) when delivered, if delivered personally or by commercial delivery service, (b) three (3) days after deposit with the U.S. Mail, if mailed by registered or certified mail (return receipt requested), (c) one (1) day after the timely deposit of the notice or other communication with a recognized national courier service for next day delivery, or (d) on the day of delivery by facsimile or email transmission (with acknowledgment of complete transmission or receipt).

15. Governing Law; Venue. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties shall be governed, construed and interpreted in accordance with the laws of the State of North Carolina, without giving effect to its conflict of laws provisions. The

Parties hereby irrevocably agree that the exclusive forum for any suit, action or other proceeding arising out of or in any way related to this Agreement shall be in the federal or state courts located within Guilford County, North Carolina.

16. Relationship of Parties. Contractor shall be considered an independent contractor and as such shall be wholly responsible for the Services to be performed. Contractor shall not at any time or manner represent that it or any of its subcontractors or agents are in any manner agents or employees of the Board or GCS.

17. Waiver. No delay or failure by a Party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Any waiver by either Party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision, and any failure to enforce strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment to enforce strict performance with respect to such provision on any future occasion.

18. Modification. This Agreement may be amended or modified only by a written instrument signed by the Parties.

19. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible by law to effect the intent of the Parties and the remaining provisions of this Agreement will remain in full force and effect.

20. Assignment. This Agreement, including all amendments, addendums and exhibits hereunder, shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. Notwithstanding the foregoing, neither Contractor's obligations, nor Contractor's right to receive payment under this Agreement may be assigned with the express written consent of the Board.

21. Entire Agreement; Counterparts. This Agreement, together with all amendments, addendums, exhibits and other writings referred to herein or delivered pursuant hereto, constitutes the entire agreement and understanding of the Parties with respect to the subject matter contained herein and supersedes any prior agreement and understandings with respect to those matters. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement (and by facsimile or pdf transmission, which facsimile or pdf transmission signatures shall be considered original executed counterparts).

*[Signatures on following page.]*

**IN WITNESS WHEREOF** the parties have executed this Services Agreement as of the Effective Date.

**[CONTRACTOR NAME]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GUILFORD COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_