

SAMPLE AGREEMENT

This AGREEMENT (the “Agreement”) is made on the Effective Date between [Vendor] (hereinafter called the “Contractor”) whose address is _____ and Grosse Pointe Public School System (hereinafter called the “District”) whose address is 389 St. Clair, Grosse Pointe, MI 48230.

RECITALS

- A The Contractor shall provide the District with all of the necessary equipment/materials/technology/devices, implementation, installation, testing and all other related Services required for a fully functioning VoIP System solution (hereinafter referred to as the “System(s)”) upon the terms and conditions set forth herein and in the other Contract Documentation.
- B The District desires to obtain the System(s) and Services from the Contractor upon the terms and conditions set forth herein and in the other Contract Documentation.
- C The parties agree that where there is a conflict between terms of this Agreement and the and the other Contract Documentation, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the other Contract Documentation, to the extent accepted by District, all terms and conditions in the other Contract Documentation, shall be incorporated by reference into this Agreement and shall be binding upon all parties to this Agreement.
- D The District and the Contractor each bind themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement.
- E It is expressly agreed that the Contractor is not an agent or employee of the District but an independent contractor. Where the term “Contractor” is used, it includes all employees, subcontractors, consultants and agents of the Contractor. The Contractor shall not pledge or attempt to pledge the credit of the District or in any other way attempt to bind the District.

NOW, THEREFORE, IN CONSIDERATION FOR THE FOREGOING AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1 DEFINITIONS AND EXHIBITS

- 1.1 Contract Documentation. “Contract Documentation” shall mean (i) this Agreement including any and all Exhibits, (ii) the District’s Request for Proposal (RFP) dated [Date] and associated bid bulletins and (iii) the Contractor’s Response and clarifications to the RFP dated [Date], to the extent accepted by District. Said documents shall take precedence in the order set forth in this Paragraph. In the event of any inconsistency or ambiguity between this Agreement and other Contract Documentation, the terms that are more favorable to the Owner shall govern.

- 1.2 Documentation. “Documentation” shall mean (i) all written materials or information relating to the System(s) or its operation, including, without limitation, user-oriented and technical operation, reference, and training manuals and (ii) the documentation as outlined in the Contract Documentation.
- 1.3 Effective Date. “Effective Date” shall mean the last date on which both parties hereto have executed this Agreement.
- 1.4 Purchase Price. “Purchase Price” shall mean the aggregate amount payable by the District for (i) the purchase of the System(s) and Services to be provided by the Contractor in accordance with the RFP, and (ii) to the extent accepted by the District, the Contractor’s response to the RFP. The Purchase Price is inclusive of all taxes, shipping, handling, material bond(s), payment bond(s), performance bond(s), and insurance.
- 1.5 Systems. Shall include, but not be limited to, interactive panels, flat panels, sound systems, document cameras, cabling, miscellaneous items, and materials necessary for a fully functioning solution to achieve the requirements contained in the Contract Documentation.
- 1.6 Services. “Services” shall include, but shall not be limited to, any and all labor, implementation, installation, testing, documentation, training, debugging, and acceptance testing activities
- 1.7 Sites. Sites shall mean the locations set forth in the Contract Documentation.
- 1.8 Term. The District reserves the right to terminate this Agreement at any time for any reason upon thirty (30) days written notice to the Contractor.

2 TURNKEY SOLUTION

- 2.1 Turnkey Solution. This Agreement and the other Contract Documentation set forth the terms and conditions upon which the Contractor will provide a turnkey solution for the installation and operation of the System(s) for use by the District. The Contractor agrees that it will provide a complete Turnkey Solution to the District. The Contractor shall be responsible for the successful installation, and operation of the System(s) in all phases of design, acceptance testing, and Documentation of the System(s) as detailed in the Contract Documentation.
- 2.2 The Contractor’s Obligation. In consideration of the payment of the Purchase Price, it is agreed and understood that the Contractor shall be obligated to provide the Systems(s) and Services, in accordance with the terms and conditions set forth herein and in the Contract Documentation.
- 2.3 Guarantee. The Contractor shall guarantee and warrant its design, operation, and functionality of the System(s) in accordance with the Contract Documentation.
- 2.4 Walk-Through. The Contractor has had an opportunity to review each Site and acknowledges that it has no concerns with its proposed design that would prohibit the Contractor from guaranteeing the installation and operation of the System(s) as contemplated in the Contract Documentation.
- 2.5 Complete Solution. The Contractor will supply all labor, devices/equipment, and Services necessary to provide the System(s) in accordance with the Purchase Price set forth in Section 3.1. The Contractor represents and warrants that the purchase of the System(s) and installation and implementation

Services provided to the District will constitute a fully operational solution as contemplated by the Contract Documentation.

3 PAYMENT

- 3.1 Purchase Price. The Contractor agrees to sell to the District the System(s) and Services and the District agrees to purchase the System(s) and Services upon the terms and conditions set forth in this Agreement at a price not to exceed: \$_____.
- 3.2 Universal Service Fund (USF). The Owner intends to meet all eligibility requirements for participation in the USF. Contractor must accommodate Owner's participation in USF and comply with all procedures and payment policies set forth by USF governing body.
- 3.3 Payment Terms. Contractor shall invoice Owner for payment after the Owner has received a positive Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company and after the Owner has successfully filed Form 486. Owner agrees to file the Form 486 within thirty (30) days of receipt of the positive FCDL. In no instance shall Contractor invoice Owner prior to initiation on July 1, 2020.
- 3.4 Payment shall be in accordance to the following schedule:
- (A) Progress billing can be submitted monthly for equipment/materials/technology/devices that is delivered and installed, based on a mutually agreed-upon percentage of completion between the District and the Contractor. Total progress payments shall not exceed ninety (90%) percent of the total Purchase Price. Progress billings shall reflect the ten (10%) percent retainage referenced below.
 - (B) Ten (10%) percent of the total Purchase Price will be held as retainage and will be payable within thirty (30) days of final acceptance of the completed System(s) by the District or its designated representative. Fifty (50%) percent of the retainage will be payable upon delivery of Documentation. The remaining Fifty (50%) percent of the retainage shall be payable based upon the final acceptance of all Sites.
- 3.5 Request for Payment. The Contractor shall submit to the District's Project coordinator the standard AIA Application for Payment forms upon completion of the Payment Terms referenced in Paragraph 3.4 above. Approved invoices shall be paid within thirty (30) days from date of approval of the invoice. In the event of disputes an invoice is not approved, the District shall notify the Contractor within ten (10) days of receipt of the invoice.
- 3.6 Taxes. The Purchase Price is inclusive of any applicable taxes. The District, however, is a tax-exempt entity, except if the Project makes additions and/or enhancements to real property.
- 3.7 Performance Bonds <NOTE – THIS MAY NOT BE REQUIRED>. The Contractor shall provide a Performance Bond and a Labor and Materials Payment Bond upon award of this Agreement in the form acceptable to the District. The bonds shall be equal in amount to the total Purchase Price. The bond shall remain in effect for one (1) year after acceptance of the entire Project has been approved by the District. Said bonds shall be provided by a Surety having a rating of A- or better from A. M. Best and

Co. and said Surety shall be authorized to do business in the State of Michigan. In the event that the Contractor fails to perform its obligations under any contract between the Contractor and the District, the performance bond shall be paid to the District. The Contractor further agrees to save and hold harmless the District and its agents from all liability and damages of every description in connection with any subsequent contracts with any third parties. The Contractor shall submit the performance bond to _____ within two (2) weeks of the Effective Date of this Agreement or prior to the start of work, whichever comes first. This Agreement shall be unenforceable by the Contractor against the District until the terms of this section have been satisfied. The cost of said bonds is included in the Purchase Price referenced in Section 3.1.

3.8 Future Expandability: The provided solution will be scalable as defined in the RFP.

3.9 Payment Disputes. Disputes regarding requests for payments will be communicated to the Contractor by the District, in writing, within thirty (30) days of the receipt of invoice. Payments will not be delayed unless the Contractor is unable to resolve the matter to the District's satisfaction ten (10) days prior to payment due date.

4 INSTALLATION AND ACCEPTANCE

4.1 Installation Plan. The Contractor shall install the System(s) in accordance with the Implementation Schedule that will be developed and agreed to by the parties within ten (10) days of the Effective Date. In the event that the Contractor fails to install the System(s) on or before the installation date set forth in the attached Implementation Schedule, and such delays are within the Contractor's control, the Contractor shall be penalized \$200 per day for each day beyond the required completion date for that Site. The Contractor shall deploy additional resources necessary to meet the schedule. In the event the Contractor is unable to adhere to the attached schedule or complete the attached Implementation Schedule, the District shall have the option to terminate this Agreement, award the remaining work to another contractor, or negotiate a final completion date. In the event the District so terminates this Agreement and awards the remaining work to another contractor, the Contractor shall be responsible for and shall hold the District harmless from any costs or fees to complete the Project that exceed the amount of the Purchase Price remaining unpaid at the time of termination. Any changes or deviations to the installation timetable caused by failure of the District or any third parties to meet the completion date set forth therein shall result in a schedule adjustment in the same magnitude which shall be subject to the Contractor's approval, which approval shall not be unreasonably withheld.

4.2 Project Manager. The Contractor designates _____ as on-site Project Manager for the duration of the Project. Project Management will be within the guidelines as defined in the RFP.

4.3 Legal Compliance. The Contractor shall comply fully with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and codes applicable to the work performed as well as all applicable provisions of the Occupational Safety and Health Act. These include, but are not limited to, all policies concerning the use of the Sites and appropriate behavior of persons in or on the Sites, such as the prohibitions of sexual harassment or the use or possession of tobacco or alcohol. The Contractor shall be responsible for adhering to all local and state fire codes.

- 4.4 Employee Qualification. All Contractor's employees shall be thoroughly experienced in the particular class of work in which they are employed. In the event the District determines that the Contractor's employees are unqualified, unresponsive, or otherwise unacceptable, the Contractor will remove and replace said employees from the Project in consultation with the District.
- 4.5 Status Meetings. The Contractor shall coordinate and participate in regular status meetings between the District Project Coordinator and the Contractor Project Manager, as identified in the RFP, at which time a list of open items with targeted responsibility and due dates will be established.
- 4.6 Compliance with OSHA. Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act throughout the duration of the Project. Contractor shall also comply with all applicable laws, statutes, regulations, ordinances, codes, orders, rules and regulations in existence as of the date of this Agreement.
- 4.7 Access to Sites. The Contractor will coordinate access to the Sites per the procedures outlined by the District.
- 4.8 Testing. The Contractor shall perform all testing as to meet the specifications identified in the RFP and applicable bulletins.
- 4.9 Documentation. The Contractor shall provide all Documentation as required in the RFP and applicable bulletins.
- 4.10 Site Damage. The Contractor shall be responsible for restoring the physical Site to its original status if said damage is the result of the Contractor. The District shall determine whether the Contractor shall remedy the damage or have a third party shall remedy the damage, to be compensated by the Contractor. The District shall have the authority to back-charge the contract amount or receive reimbursement from the Contractor related to remedying such damage.

5 **WARRANTY**

- 5.1 Warranties. The Contractor shall provide all warranties as identified in the RFP and, to the extent as accepted by the District, the Contractor's response to the RFP and all applicable bulletins and clarifications. All warranties are effective from the date of the System(s) Final Acceptance of the System(s).
- 5.2 Contractor Representations and Warranties. In addition to the warranties set forth above, the Contractor represents and warrants that:
- (A) The Contractor possesses full power and authority to enter into this Agreement and to fulfill its obligations hereunder;
 - (B) The performance of the terms of this Agreement and of the Contractor's obligations hereunder shall not breach any separate agreement by which the Contractor is bound; and
 - (C) The Contractor is financially sound to perform its obligations hereunder and agrees that any material adverse change in such status shall be immediately communicated in writing to the District.

- 5.3 Warranty of Fitness For A Particular Purpose. The District has presented detailed technical specifications of the particular purpose for which the System(s) is intended. The District has provided detailed descriptions and criteria of how the System(s) can be defined to accomplish the particular purpose. The District has also defined the exact procedures and techniques to be employed in testing whether the System(s) has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about the District's particular purpose, the Contractor at the time this Agreement is in force has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that the District is relying on the Contractor's experience and knowledge of these products to provide those which are most suitable and appropriate. Therefore, the Contractor warrants that the System(s) is fit for the purposes for which it is intended as described in the Contract Documentation.
- 5.4 Warranty. The Contractor warrants that all components provided under this Agreement, whether installed initially or under subsequent purchase orders, shall be: newly manufactured equipment/materials/technology/devices or assembled from newly manufactured parts; approved by Underwriter's Laboratories; and, will be free from defects in workmanship or material for a period as specified in the RFP, and, to the extent accepted by the District, in the Contractor's response to the RFP, and all bulletins and clarifications from the date of Final System(s) Acceptance. During this warranty period, the Contractor shall furnish all new replacement parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the District. At the conclusion of the warranty period, the District will consider Contractor support under a separate maintenance agreement. Contractor shall pass-through to the District all warranties of the third-party manufacturers of any such components.
- 5.5 Acceptance of Installation. Within thirty (30) days of receipt of written notice from the Contractor that installation and testing of the System(s) is completed, the District shall either accept or reject such System(s) by written notice to the Contractor. Failure to give written notice of acceptance or rejection of System(s) within thirty (30) day period shall constitute acceptance. Any rejection shall expressly state the deficiencies giving rise to the rejection. Upon rejection of the System(s) by the District, the District shall provide the Contractor with reasonable access to correct deficiencies identified, which correction shall be completed within ten (10) days of the date of access. Upon correction, Contractor again shall provide written notice to the District that installation and testing is completed, and the acceptance/rejection process set forth above shall be repeated. This procedure shall continue until the installation of the System(s) is accepted or finally rejected by the District.
- 5.6 Upon final rejection by the District of the System(s), the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's Surety seven (7) days written notice, terminate this Agreement with the Contractor and may, subject to any prior rights of the Surety take possession of the materials and finish the Project by whatever method the District may deem expedient. When the District terminates this Agreement pursuant to this section, the Contractor shall not be entitled to receive further payment until the Project is finished. If the unpaid balance of the contract sum exceeds costs of finishing the Project, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the

District. Nothing in Section 5.6 shall be construed to limit the District's remedies under any warranty set forth below with respect to System(s).

- 5.7 Final Acceptance of the System(s). The System(s) proposed shall be defined to be finally accepted by the District after meeting all requirements of this Agreement and the other Contract Documentation. The District or the District's representative shall be the sole judge of whether all conditions for final acceptance have been met.

6 TERMINATION

- 6.1 Right to Terminate on Breach. Each party shall have, in addition to all other remedies available to it, the right to terminate this Agreement immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, if the District must regularly request that the Contractor cure breaches of this Agreement, such circumstances shall be grounds for termination of this Agreement for cause, even if each breach on its own would not be material.
- 6.2 Events upon Termination. Upon termination of this Agreement by either party for breach or default of the other party, each party shall be entitled to exercise any other right, remedy, or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement. Upon termination of this Agreement, the Contractor shall immediately provide the District with all current drawings and Documentation regarding this Project.

7 GENERAL

- 7.1 Governing Law. This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Wayne County, Michigan.
- 7.2 Assignment. This Agreement and any interest herein may not be assigned or transferred, in whole or in part, by either party to a third party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.
- 7.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- 7.4 Force Majeure. Timely performance is essential to the successful implementation and ongoing operation of the Project described herein. Time is of the essence. However, neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impracticable, including but not limited to, fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder,

governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

- 7.5 Right of Cancellation. Either party shall have the right to cancel this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred twenty (120) or more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before title passes to the District, the Contractor may keep any parts of the System(s) as it can salvage but must remove same at its own expense and shall return all sums received from the District. If cancellation occurs due to a Force Majeure after title passes to the District, the System(s) shall remain with the District and the Contractor shall be entitled to any such payments as have accrued according to the payment schedule.
- 7.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, written or oral, and there are no understandings, representations, or warranties of any kind, express, implied, or otherwise, not expressly set forth herein.
- 7.7 Non-Waiver and Modification. Waiver by either party of any default or breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent default or breach. No extension of time for payment or other accommodation granted to a party shall operate as a waiver of any of its rights under this Agreement. No provision of this Agreement may be modified by a party without the prior written consent of the other party.
- 7.8 Insurance. The Contractor agrees that it shall maintain Insurance as specified in Section 1 of the RFP throughout the term of this Agreement. the Contractor shall name the District as an additional named insured under the Contractor's commercial general liability insurance policy. The Contractor agrees to deliver to the District either a duplicate original or certificate of all policies procured by the Contractor in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement that states that such insurance may not be canceled except upon thirty (30) days written notice to the District.
- 7.9 Survival. All provisions of this Agreement which, by their nature, should survive termination shall survive termination of this Agreement.
- 7.10 General Indemnification. The Contractor shall indemnify, hold harmless, and defend the District, its Board of Education, and its Board members, in their official and individual capacities, its successors, assignees, employees, contractors, and agents from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of the (i) negligent acts or willful misconduct of the Contractor, its officers, directors, employees, subcontractors, consultants and agents; (ii) any breach of the terms of this Agreement by the Contractor its officers, directors, employees, subcontractors, consultants and agents; or (iii) any breach of any representation or warranty by the Contractor its officers, directors, employees, subcontractors, consultants and agents under this Agreement. The District agrees to notify the Contractor by certified mail, return receipt requested, of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement. The Contractor shall have the sole right, but not the obligation, to control the defense of any such claim. The District agrees to provide reasonable assistance to the Contractor, at

the Contractor's expense, in defense of same. This Section shall survive the expiration or earlier termination of this Agreement and shall not be limited by the Contractor's insurance obligations contained in this Agreement.

- 7.11 Shipping. All shipping and insurance costs to and from the Site are included in the Contractor's Purchase Price. All payments to shipping agents and for insurance fees shall be made directly by the Contractor. The District shall make no payments to any firm concerning the shipment, installation, implementation and delivery of equipment/materials/technology/devices/System(s). The Contractor shall be responsible for all arrangements for the shipment and receipt of all equipment/materials/technology/devices to the District's Sites. The Contractor shall provide all properly trained representatives to unpack all equipment/materials/technology/devices and place this equipment/materials/technology/devices in the proper locations. The Contractor shall also be responsible for removal of all debris and packing materials from the Sites resulting from the installation of the System(s). The District, at its option, may require the Contractor to provide certificates describing, to the satisfaction of the District, evidence of proper (as required by the State of Michigan) workers' compensation and liability insurance for all Contractor staff and representatives involved in the installation of the equipment/materials/technology/devices. The District shall be named as an additional insured and as the Certificate Holder for all work under this Agreement.
- 7.12 Non-Waiver of Agreement Rights. It is the option of any party to this Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in this Agreement. Under no circumstances, however, shall any parties to this Agreement forfeit or cancel any right presented in this Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to this Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Contractor by the District should in no way be interpreted as acceptance of the System(s) or the waiver of performance requirements
- 7.13 Patents, Copyrights, and Proprietary Rights Indemnification. The Contractor agrees to indemnify, hold harmless and defend, at its sole cost and expense, the District from any claims or suits brought against the District arising from claims of violation of United States patents or copyrights or claims of misappropriation or misuse of trade secrets resulting from the Contractor or the District's use of any equipment/materials/technology/devices/System(s), Documentation, and/or data developed in connection with the Services and System(s) described in this Agreement. The District will provide the Contractor with a written notice of any such claim or suit. The District will also assist the Contractor, in all reasonable ways, in the preparation of information helpful to the Contractor in defending the District against this suit. In the event that the District is required to pay monies, in defending such claims, resulting from the Contractor being uncooperative or unsuccessful in representing the District's interest, or in the event that the District is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Contractor agrees to fully reimburse for all monies expended in connection with these matters. The District retains the right to offset against any amounts owed to the Contractor any such monies expended by the District in defending itself against such claims. Following written notification of an infringement claim, the Contractor may, at its expense and its discretion, either (a) procure for the District the right to continue to use the alleged

infringing equipment/materials/technology/devices/System(s); (b) replace, modify, or provide substitute equipment/materials/technology/devices/System(s) to the District; or (c) return all monies paid by the District under the terms of this Agreement.

- 7.14 Nondiscrimination By Contractor Or Agents Of Contractor. Neither the Contractor nor anyone with whom the Contractor shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Contractor responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the Contractor of this Agreement.
- 7.15 Subcontractors. When using any subcontractors not stated in the Contractor's response to the RFP, the Contractor must obtain written prior approval from the District for activities or duties to take place at the District's Site. In using subcontractors, the Contractor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the Contractor.
- 7.16 Effect of Regulation. Should any local, state, or national regulatory authority having jurisdiction over the District enter a valid and enforceable order upon the District that has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the District of a material part of its Agreement with the Contractor. In the event this order results in depriving the District of materials or raising their costs beyond that defined in this Agreement, the District shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end this Agreement term upon thirty (30) days written prior notice to the Contractor. Should this Agreement be terminated under such circumstances, the District shall be absolved of all penalties and financial assessments related to cancellation of this Agreement.
- 7.17 Non-collusion Covenant. The Contractor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. In addition, the Contractor agrees that a duly authorized Contractor representative will sign a non-collusion affidavit, in a form acceptable to the District, acknowledging that the Contractor has not received any incentive, special payments, or considerations related to the provision of the System(s) and Services described in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first set forth above.

**DISTRICT: GROSSE POINTE PUBLIC
SCHOOL SYSTEM**

CONTRACTOR:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____