

## **Bronson Community Schools Wireless Network Agreement**

This Wireless Network Agreement ("the Agreement") is made on the Effective Date, between \_\_\_\_\_ (hereinafter called "the Contractor") whose address is \_\_\_\_\_, and Bronson Community Schools (hereinafter called "the Owner") whose address is 215 W. Chicago Street, Bronson, Michigan 49028.

### **RECITALS**

- A. The Contractor will provide the Owner with the necessary components, installation, migration services, documentation and testing for a fully functioning wireless network (herein called "the System(s)") as contemplated in the Request for Proposal and attached Price Schedule.
- B. The Owner desires to obtain Services from the Contractor upon the terms and conditions set forth herein and in the Request for Proposal, Contractor's response to the RFP, and subsequent clarifications. The Contractor shall supply all equipment, materials, technology, labor and other related services necessary to accomplish the requirements set forth in the Request for Proposal and the Contractor's response to the Request for Proposal. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced Contract Documentation, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced Contract Documentation, to the extent accepted by Owner, all terms and conditions in the Request for Proposal and the Contractor's response to the RFP shall be incorporated by reference into the Agreement and shall be binding upon all parties to the Agreement.
- C. The Contractor shall supply all equipment, materials, technology and other related Services necessary to accomplish the requirements set forth in the Request for Proposal and the Contractor's response to the Request for Proposal. The order of precedence for the Contract Documentation has been set forth in Paragraph 1.1. The parties agree that where there is no conflict among the several Services that make up the Contract Documentation, all terms and conditions in the Request for Proposal and, to the extent accepted by the Owner, the Contractor's Response to the Request for Proposal shall be incorporated by reference into the Agreement and shall be binding upon all parties to the Agreement.
- D. Owner and the Contractor each binds 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 Owner but an independent contractor. Where the term "Contractor" is used, it includes all employees of the Contractor. The Contractor shall not pledge or attempt to pledge the credit of Owner or in any other way attempt to bind the Owner.
- F. The Owner is applying for funding from the Universal Service Fund for year 2012-2013 USF funding. No invoice will be dated before July 1, 2012. Funding for this project is dependent on USF funding approval.

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

Attachment A - Price Schedule (ii) bid bulletins and clarifications attached hereto, (iii) the Owner's Request for Proposal (RFP) dated January 6, 2012. and (iv) the Contractor's response to the RFP dated \_\_\_\_\_.

- 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 Owner for (i) the purchase of the System(s) and (ii) the Services to be provided by the Contractor in accordance with the RFP and to the extent accepted by Owner, 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), insurance, and all options as listed on the Price Schedule.
- 1.5. Systems: All switches, connectors, operating systems, jumpers, installation, migration services, documentation, testing, miscellaneous items and materials necessary for a fully functioning solution as contemplated in the Contract Documentation.
- 1.6. Services. All labor, design, installation, migration, testing, documentation, training, debugging and acceptance testing activities.
- 1.7. Sites. Sites shall mean the locations set forth in the Contract Documentation.
- 1.8. Vendor as Independent Contractor. It is expressly agreed that the Contractor is not an agent of the Owner but an independent contractor. The Contractor shall not pledge the credit of Owner or in any other way attempt to bind the Owner.
- 1.9. Agreement Term: The term of this Agreement shall commence on the Effective Date and shall terminate 12 months from the date of Final Acceptance of the System.
- 1.10. All provisions of the recitals section of the Agreement are binding portions of the Agreement.

## 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 installation and operation of the System(s) for use by the Owner. The Contractor agrees that it will provide a complete "Turnkey Solution" to the Owner as described in section 2.2. The Contractor shall be responsible for the successful installation, 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 products, Systems and Services necessary to satisfy the following:
  - General Terms and Conditions
  - Project Requirements and Specifications
  - All clarifications and bulletins issued
- 2.3. Guarantee. Contractor will guarantee its design, operation and functionality of the System(s),

in accordance with the Contract Documentation.

- 2.4. Walk-Through. Contractor is required to review each Site and provide assurances that the proposed design and Contract Documentation will not prohibit Contractor from guaranteeing the installation and operation of the System(s), as contemplated in the Contract Documentation.
- 2.5. Turnkey Solution. Contractor will supply all labor, materials, Services and equipment necessary to provide the System(s) in accordance with the Purchase Price set forth in Appendix A.

The Contractor represents and warrants that the purchase of the System(s) and installation Services provided to the Owner 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 Owner and the Owner agrees to purchase the System(s) upon the terms and conditions set forth in this Agreement at a price not to exceed: \$\_\_\_\_\_.
- 3.2. Payment Terms: Payment shall be in accordance to the following schedule:
  - (A) Progress billing shall be submitted monthly for equipment that is delivered **and** installed, based on a mutually agreed upon percentage of completion between the Owner and the Contractor. Total progress payments shall not exceed 90% of the total Purchase Price. Progress billings shall reflect the 10% retainage referenced below.
  - (B) The remaining 10% will be payable within (30) thirty days of final acceptance of the completed System(s) by the Owner or its designated representative per section 5.5 (a) and (b) Acceptance of Installation. The retainage shall be payable based upon the final acceptance of all sites.
- 3.3. Request for Payment. The Contractor shall submit to Convergent Technology Partners for review the standard AIA Application for Payment forms upon completion of the payment terms referenced in Paragraph 3.2 above. Approved invoices shall be paid within thirty (30) days from date of approval of the invoice. In the event of disputes and invoice is not approved, Owner shall notify Contractor within thirty (30) days of receipt of the invoice. Failure to give such notice does not constitute a waiver of such a dispute.
- 3.4. Taxes. The Purchase Price is **inclusive** of any applicable taxes.
- 3.5. Performance Bonds. The parties acknowledge that the systems fall within the performance and payment bond statute. Contractor shall provide a performance bond and a labor and materials payment bond upon award of this Agreement in the form acceptable to the Owner. The bonds shall be equal in amount to the total Purchase Price. The Surety of the bond shall remain in effect for one year after Acceptance of Installation per section 5.5 (A) and (B). 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 Owner, the performance bond shall be paid to the Owner. The Contractor further agrees to save and hold harmless Owner and agents from all liability and damages of every description in connection with any subsequent contracts with any third parties. The Contractor shall submit both the performance and payment bonds to the Owner's Business Office within two weeks of the Effective Date of this Agreement or prior to the start of work, whichever comes first. This Agreement shall be unenforceable by Contractor against Owner until the

terms of this section have been satisfied. The cost of said bonds are included in the Purchase Price referenced in Section 3.1

- 3.6 Purchase Quantities. The Owner reserves the right to adjust upward by two (2) times, or downward by twenty five (25%) percent, the quantities of items purchased without altering the unit purchase price upon award and throughout the contract period until final acceptance of the project.
- 3.7 Payment Disputes. Disputes regarding requests for payments will be communicated to Contractor by Owner, in writing, within thirty (30) days of the receipt of invoice. Payments will not be delayed unless Contractor is unable to resolve the matter to Owner'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 prior to awarding of the bid. Installation shall occur in phases in order to meet the requirements of the construction schedule. The installation of the access control and security solution will likely occur in separate phases. Both parties agree that the Owner is likely to suffer costs in the amount of \$200 per day for each day completion is delayed. 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 pay liquidated damages to the Owner in the amount of \$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 installation schedule as attached, the Owner 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 Owner so terminates the Agreement and awards the remaining work to another contractor, the Contractor shall be responsible for and shall hold Owner harmless from any costs or fees to complete the project which 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 Owner 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. Contractor shall not be entitled to monetary recovery for delays in installation caused by failure of the Owner, Owner's employees or the Owner's independent contractors.
- 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 federal, state and local laws, statutes, ordinances, rules, regulations and codes applicable to the work performed as well as all applicable provision of the Occupational Safety and Health Act. This includes, but is not limited to, prevailing wage and fringe benefit rates as specified in Michigan's Prevailing Wage Act, MCL 408.551 et. seq., as applicable. The Contractor shall be responsible for adhering to all local and state fire codes and shall be responsible for firestopping all penetrations utilized.
- 4.4 Employee Qualification. All Contractor employees shall be thoroughly experienced in the particular class of work in which they are employed. In the event Owner determines that Contractor's staff are unqualified, unresponsive or otherwise unacceptable, Contractor will remove and replace said staff from the project in consultation with the Owner.
- 4.5 Status Meetings. The Contractor shall coordinate and participate in regular status meetings

between the Owner Project Coordinator (Convergent Technology Partners) 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 Access to Sites. The Contractor will coordinate access to the Sites per the procedures outlined by the Owner.
- 4.7 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.
- 4.8 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 for any damage resulting from the actions or omissions of the Contractor. The Owner shall determine whether the Contractor shall remedy the damage or a third party shall remedy the damage, to be compensated by the Contractor. The Owner 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 on Equipment.
  - (A) The Contractor shall provide all warranties as identified in the RFP and, as accepted by the Owner, the Contractor's response to the RFP and all applicable bulletins and clarifications. All warranties are effective from the date of the Final Completion of the System(s).
- 5.2 The 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 Owner.
- 5.3 Warranty of Fitness For A Particular Purpose. The Owner has presented detailed technical specifications of the particular purpose for which the System(s) is intended. The Owner has provided detailed descriptions and criteria of how the System(s) can be defined to accomplish the particular purpose. The Owner 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 Owner's particular purpose, the Contractor at the time this Agreement is executed has (1) reason and opportunity to know the particular purpose for which the System(s) are required, and (2) that the Owner is relying on the Contractor's experience and knowledge of the System(s) to provide a System(s) that is 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 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, 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 Owner. At the conclusion of the warranty period, the Owner will consider Contractor support under a separate maintenance agreement.

5.5 Acceptance of Installation.

(A) Within thirty (30) days of receipt of written notice from Contractor that installation and testing of the System(s) is completed, Owner shall either accept or reject such System(s) by written notice to 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 Owner, the Owner shall provide 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 Owner 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 Owner.

(B) Upon final rejection by Owner of the System(s), Owner may without prejudice to any other rights or remedies of Owner and after giving Contractor and Contractor's surety seven (7) days written notice, terminate this Agreement with Contractor and may, subject to any prior rights of the surety take possession of the materials and finish the project by whatever method Owner may deem expedient. When Owner terminates this Agreement pursuant to this section, 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 Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. Nothing in Section 5.5 shall be construed to limit Owner's remedies under any warranty set forth below with respect to System(s).

5.6 Final Acceptance of the System(s). The System(s) proposed shall be defined to be finally accepted by Owner after meeting all requirements of the RFP and associated bulletins. The Owner or Owner'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.

6.2 Dispute Resolution. Claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach therefore shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree

otherwise. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall a demand for arbitration be made by the Contractor after Final Completion or by the Owner after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by the applicable statute of limitations. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The Owner reserves the right in its discretion to require the consolidation or joinder of any arbitration arising out of or relating to this Agreement with another arbitration or dispute resolution proceeding involving a person or entity not a party to this Agreement in the event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort. If the Owner is involved in a dispute which is not subject to arbitration involving a person or entity not a party to this Agreement, the arbitration provisions of this Agreement shall be deemed to be void and nonexistent in the event the Owner in its discretion determines that Contractor should become a party to that dispute by joinder or otherwise. In the event of an arbitration arising out of or relating to this Agreement, the Owner reserves the right to require that the arbitration hearing be conducted in the general area where the Owner's principal place of business is located.

## **7. GENERAL**

- 7.1 Risk of Loss. The Contractor assumes all risk of loss or damage to the Equipment prior to acceptance. Title to the Equipment will pass at that time.
- 7.2 Governing Law. This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan.
- 7.3 Assignment. This Agreement and any interest herein may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.
- 7.4 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.
- 7.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties, 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 1.34 of the RFP throughout the term of this Agreement. Contractor will name Owner as an additional named insured under Contractor's commercial general liability insurance policy. Contractor agrees to deliver to Owner either a duplicate original or certificate of all policies

procured by Contractor in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be canceled except upon thirty (30) days written notice to Owner.

- 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 agrees to indemnify, hold harmless and defend the Owner, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees and agents, (ii) any breach of the terms of this Agreement by the Contractor or (iii) any breach of any representation or warranty by the Contractor under this Agreement and except where those circumstances arise from the sole negligence or intentional acts of the Owner. Owner agrees to notify 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. Contractor shall have the sole right, but not the obligation, to control the defense of any such claim. Owner agrees to provide reasonable assistance to Contractor, at Contractor's expense, in defense of same.
- 7.11 Shipping of Equipment. All shipping and insurance costs to and from the Site shall be included in the Contractor's proposal. All payments to shipping agents and for insurance fees shall be made directly by the Contractor. The Owner shall make no payments to any firm concerning the shipment, installation and delivery of Equipment which is not a part of this Agreement and for which exact payments are not described. Contractor shall be responsible for all arrangements for the shipment and receipt of equipment to Owner's site. The Contractor shall provide all properly trained representatives to unpack all items of Equipment and place this Equipment in the proper locations. The Contractor shall also be responsible for removal of all debris and packing materials from the site resulting from the installation of the Equipment. The Owner, at its option, may require the Contractor to provide certificates describing, to the satisfaction of the Owner, evidence of proper (as required by the State of Michigan) worker's compensation and liability insurance for all Contractor staff and representatives involved in the installation of the Equipment. The Owner 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 the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the 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 the 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 Owner 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 own expense, the Owner from any claim or suit brought against the Owner 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 Owner use of any equipment, technology, Documentation, and/or data developed in connection with the Services and products described in this Agreement. The Owner will provide the Contractor with a written notice of any such claim or suit. The Owner will also assist the Contractor, in all reasonable ways, in the preparation of information helpful to the Contractor in defending the Owner against this suit.

In the event that the Owner is required to pay monies, in defending such claims, resulting from the Contractor being uncooperative or unsuccessful in representing the Owner's interest, or in the event that the Owner 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 Owner retains the right to offset against any amounts owed Contractor any such monies expended by the Owner in defending itself against such claims.

Should a court order be issued against the Owner restricting the Owner's use of any product, and should the Contractor determine not to further appeal the claim issue, at the Owner's sole option the Contractor shall provide, at the Contractor's sole expense, the following:

- (a) Purchase for the Owner the rights to continue using the contested product(s), or
- (b) Provide substitute products to the Owner which are, in the Owner's sole opinion, of equal or greater quality.

If (a) or (b) are not commercially feasible, Contractor will refund all monies paid to the Contractor for the product(s) subject to the court action. The Contractor shall also pay to the Owner all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

- 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 Owner for activities or duties to take place at the Owner's site. In using subcontractors, the Contractor agrees to be responsible for all 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 Owner enter a valid and enforceable order upon the Owner which 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 Owner of a material part of its Agreement with the Contractor. In the event this order results in depriving the Owner of materials or raising their costs beyond that defined in this Agreement, the Owner shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Contractor. Should the Agreement be terminated under such circumstances, the Owner shall be absolved of all penalties and financial assessments related to cancellation of the 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 Owner, that the Contractor firm has received from Owner no incentive or special payments, or considerations not related to the provision of 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.

**OWNER:** Bronson Community Schools

**CONTRACTOR:**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_