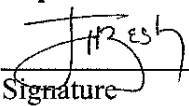
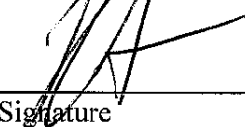


<p align="center">DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT</p> <p>Procurement Department Fisher Building 11th Floor 3011 West Grand Blvd. Detroit, MI 48202</p>	<p align="center">SECTION A</p> <p align="center">Contract Cover Page & Signatures</p>	1. Contract No.: 24-0006
		2. ITB/RFP No.: 23-0179
		3. Contract Title: IT Staff Augmentation
		4. Contract Amount Not to Exceed: \$ 1,230,500
		5. Contract Term: July 1, 2023 – June 30, 2024
<p>6. Supplier Name: Softtek Integration Systems, Inc. Address: 15303 Dallas Pkwy, Suite 200 City/State/Zip: Addison, Texas 75001 Contact: Ryan Weakley Telephone: 313-644-5658 e-mail: ryan.weakley@softtek.com</p>		
<p>7. Contract Table of Contents: Section A: Contract Cover Page & Signatures Section B: Schedule Section C: Scope of Work/Service Section D: Packaging and Marking (Reserved) Section E: Inspection and Acceptance Section F: Deliveries or Performance Section G: Contract Administrative Data Section H: Special Contract Requirements (Reserved) Section I: General Contract Clauses Section J: List of Attachments (Reserved)</p>		
<p>8. Signature of Authorized Supplier Representative:</p> <p> _____</p> <p>Signature _____ Date Signed June 28, 2023</p> <p>Print Name: <u>Jorge H. Best</u></p> <p>Title: <u>Vice President</u></p>	<p>9. Signature of DPSCD:</p> <p> _____</p> <p>Signature _____ Date Signed 7/31/2023</p> <p>Print Name: <u>Nikolai P. Vitti, Ed.D.</u></p> <p>Title: <u>Superintendent</u></p>	

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SECTION B SCHEDULE

Supplier shall provide necessary labor, material, equipment, transportation, and supervision for professional staffing services for Information Technology (IT) related to short and long-term projects and positions.

PRICING

Pricing must be all-inclusive of labor, materials, supplies, travel, or any other necessary items. Pricing should include an applicable cost breakdown.

Pricing						
	NTE Hourly Rate	NTE Hourly Rate	NTE Hourly Rate	Mark Up	Payroll Only Mark Up	Contract to Hire
	Level 1	Level 2	Level 3			
IT Support Specialist	\$26.40	\$29.10	\$31.70	49%	24%	20%
Student Records Clerk	\$16.90	\$18.50	\$21.20	52%	27%	20%
Customer Care Specialist	\$19.00	\$21.20	\$23.80	52%	27%	20%
PeopleSoft Database Administrator	\$60.80	\$66.10	\$74.00	44%	25%	20%
PeopleSoft System Administrator	\$52.90	\$60.80	\$66.10	44%	20%	20%
Peoplesoft Application Developer - HCM	\$60.80	\$65.90	\$73.90	44%	20%	20%
PeopleSoft Application Developer - Finance	\$60.80	\$65.97	\$73.89	44%	20%	20%
SharePoint Developer	\$52.90	\$60.80	\$66.10	44%	20%	20%
Summer Refresh Project - Field Service Specialists	\$26.40	\$29.10	\$31.70	49%	24%	20%
Server Engineer	\$55.50	\$63.50	\$68.80	44%	20%	20%
Information Security Engineer	\$60.80	\$66.10	\$74.00	44%	20%	20%
Enterprise Architect	\$68.80	\$76.70	\$89.90	44%	20%	20%
IT Support Specialist	\$26.40	\$29.10	\$31.70	49%	24%	20%
Student Records Clerk	\$16.90	\$18.50	\$21.20	52%	27%	20%

This contract does not guarantee or authorize the Supplier to bill the District. Only an approved purchase order authorizes Supplier to provide the specified services and bill the District as indicated by the Purchase Order.

End of Section B

SECTION C

SCOPE OF SERVICE

Supplier shall provide professional staffing services for Information Technology (IT) related to short and long-term projects and positions overseen by the District's Technology Division.

The Technology Division currently services over 100 schools and administrative offices supporting approximately 7,000 employees and 50,000 students. The Technology Division is comprised of five (5) departments: Client Services, Technology Infrastructure, Instructional Solutions, Technology Integration and Business Solutions.

- The Client Services Department serves as the front-facing customer service team and manages stakeholder inquiry and requests for support through the call center as well as manages student records fulfillment.
- The Technology Infrastructure Department is charged with ensuring the district's network is stable and reliable, and also includes field services, asset management and deployment.
- The Instructional Solutions Department provides technology training and development opportunities to staff as well as supporting digital literacy efforts with our parent community.
- The Technology Integration Department is responsible for the integration of classroom technology and learning applications to support teaching and learning.
- Business Solutions Department is responsible for enterprise resource management, application development, project management and business process analysis.

The District uses an IT service management tool to prioritize and manage service requests and incidents, in addition to managing the inventory of assets, change management and a knowledgebase. All departments in the Technology Division are led by district employees. The staff augmentation for professional services will provide skilled resources to supplement the needs of the District. The Technology Division will be working toward achieving the goals and objectives set forth by the District's Strategic and Technology Plans respectively.

Scope of Work

Below is a representation of the scope of work required by departments/projects within the Technology Division. All position titles/types are included regardless of whether the Supplier can/will be authorized to provide them. Only an approved purchase order authorizes Supplier to provide the specified services and bill the District as indicated by the Purchase Order.

The Position Title/Type, Essential Functions and Expected Start Date (Appendix A) represents an overview of positions which may be available in the Technology Division. New positions may be added as business or technical requirements change in demand. The length of assignments will vary. The number of personnel placements is not guaranteed.

Experience Levels:

The experience level represents the total years of experience in the “core skills” required for each staffing request as presented below.

- a. Level 1 – 3+ years
- b. Level 2 – 5+ years
- c. Level 3 – 10+ years

The number of staff is representative and is subject to change at any time and not guaranteed.

#1 – Client Services Department Staffing Support – Customer Support Specialists, IT Support Specialists and Student Records Clerks.

Customer Support Specialist (10 staff) – varied experience levels accepted; essential job functions as follows:

- Provide Level 1 support for general inquiries via phone through call center; routing escalations and Level 2 calls as appropriate,
- Assists with development of Level 0 knowledgebase and self-service options for stakeholders,
- Assists with ITSM and general inquiry intake with business partners, and
- Manages assigned ticket queue to ensure timely response and closure for stakeholders.

IT Support Specialist (15 staff) – varied experience level accepted; essential job functions as follows:

- Provide Level 1 support services via phone and self-service portal
- Collaborate on District service initiatives in the field providing onsite, hands-on technical support as needed,
- Support ITSM business partners with data, resources, and service-related needs, and
- Manages assigned ticket queue to ensure timely resolution, response, and closure for stakeholders.

Student Records Clerk (15 staff) - varied experience level accepted; essential job functions as follows:

- Fulfill records requests submitted by all stakeholders
- Prepare student records for digitization with Parchment
- Engage in cataloging of student records to increase efficiency in operations
- Purge records according to MDE retention policies,
- Organize District artifacts for safe keeping and long-term storage,
- Respond to stakeholder inquiry via student records mailbox, and
- Support schools with records management guidelines as required.

#2 – Business Solutions – PeopleSoft Staffing Support – PeopleSoft developers and system administrators as well as Microsoft SharePoint Developer

PeopleSoft Database Administrator (1 staff) – experience level 3 only; essential job functions as follows:

- Monitor and evaluate PeopleSoft database environments to optimize performance.

- Serve as technical expert for applications, including technical troubleshooting, root cause analysis, correction of software defects, production application validation and responding to assigned help desk ticket requests, and
- Document solutions and designs that are implemented to address issues, bugs, poor system performance, etc.

PeopleSoft System Administrator (1 staff) - experience level 3 only; essential job functions as follows:

- Serves as system architect responsible for the design, build and deployment of PeopleSoft environments to ensure applications are always reliable and available,
- Serve as technical expert for applications, including technical troubleshooting, root cause analysis, correction of software defects, production application validation and responding to assigned help desk ticket requests,
- Ensure data security protocols are maintained and backup/recovery processes are completed as scheduled, and
- Identify, document, and resolve operational and system related issues ranging from routine to highly complex for continuous improvement and risk management.

PeopleSoft Application Developer – HCM (3 staff) – experience levels 2 &3 accepted; essential job functions as follows:

- Serves as PeopleSoft HCM expert and key collaborator with business partners,
- Collaborate with end users, technology colleagues, and executive sponsors to design application prototypes, perform appropriate testing before launch, and troubleshoot and debug applications,
- Work with cross-functional teams in order to execute development projects and/or system updates/changes in a timely and accurately,
- Documents requirements, updates and changes as required, and
- Troubleshoots operational and systems issues ranging from difficult to highly complex, including problems with multiple solutions and potential significant consequences.

PeopleSoft Application Developer – Finance (3 staff) - experience levels 2 &3 accepted; essential job functions as follows:

- Collaborate with end users, technology colleagues, and executive sponsors to design application prototypes, perform appropriate testing before launch, and troubleshoot and debug applications,
- Work with cross-functional teams in order to execute projects that provide value to the District and the people it serves, and
- Troubleshoots operational and systems issues ranging from difficult to highly complex, including problems with multiple solutions and potential significant consequences.

Microsoft SharePoint Developer (1 staff) - experience levels 2 &3 accepted; essential job functions as follows:

- Oversee and participate in the architectural design, development, customization, integration, and administration of a modern SharePoint optimized to support communication, collaboration, content management, business process automation and management, and business intelligence,

- Manage site collection features, security, content types, search and other SharePoint out-of-the-box functions; create custom enterprise sites, web parts, workflows, and business intelligence dashboards,
- Support end users to solve business needs and improve operations with well-designed SharePoint Hub, Team and Communication sites, lists, libraries, web parts, workflows, and SharePoint applications, and
- Lead, manage and support the technical requirements for the implementation of a hybrid SharePoint environment with both an on-premises SharePoint Server and SharePoint Online.

#3 - Infrastructure Staffing Support –Field Service Specialist, Server Engineer, and Information Security Engineer.

Summer Device Refresh – Field Service Specialist (20 staff) – experience levels 2 & 3 accepted; essential job functions as follows:

- Clean all devices, including sanitizing, removing any stickers, etc., factory reset all devices, reconnect each device to the District’s WiFi network, and ensure that the student login screen appears,
- Inventory all devices by asset tag, serial number, and school location,
- Assess all devices for functionality and for physical damage,
- Load devices into charging carts.
- Assess carts for physical damage,
- Ensure charging cables are properly installed and operational, and
- Clean all carts, including sanitizing, removing any stickers, etc.

Server Engineer (1 staff) – experience levels 2 & 3 accepted; essential job functions as follows:

- Deployment and support of Microsoft and Linux systems.
- Assist in maintaining cloud-based enterprise solutions including Microsoft Azure/Office 365 (including SharePoint), and
- Provide Level 2 and 3 end user support through IT Service Management tool.

Information Security Engineer (1 staff) – experience levels 2 & 3 accepted; essential job functions as follows:

- Assists with development and implementation of security standards and governance as required,
- Actively monitor and report security risks and threats while initiating mitigation efforts,
- Provides Level 2 and 3 end user support through IT Service Management tool, and
- Assist with coordination of risk assessments of IT projects and systems.

Enterprise Architect (1 staff) - experience levels 2 & 3 accepted; essential job functions as follows:

- Design, coordination and deploy cloud-based enterprise solutions,
- Provide Microsoft enterprise support and consultation for major projects and initiatives,
- Assist with development and implementation of enterprise management standards and governance as required, and

- Serve as subject matter expert for enterprise solutions, including unified communications, cybersecurity, integrated physical security, device management and MS Office 365/Azure.

Additional Staffing Requirements

Account Management: Supplier will assign a highly qualified and experienced Account Manager to DPSCD. The Account Manager will become familiar with the performance expectations, customer service standards and culture imperatives of the District as well as the Technology Division. The Account Manager will be available to meet with DPSCD representatives, such as the Senior Executive Director of Technology and/or Procurement Officer. The Account Manager will not provide unsolicited requests to any department within DPSCD. The Account Manager will provide quarterly (or otherwise agreed upon interval) usage reports, assist in resolving billing inquiries, and respond to all inquiries from DPSCD. The Supplier will manage personnel issues related to contracted personnel, including performance reviews, actively engage in the performance reviews, corrective action and/or termination in a professional and timely manner.

Hours of Service: The standard hours of operation for the Technology Division are from 8:00 a.m. to 5:00 p.m. Monday through Friday. Technology contractors are expected to work onsite, but remote work may be considered based on candidate credentials and cost. Remote options must be approved by the Superintendent. Staff will be compensated for actual hours during which services are performed, excluding lunch, not to exceed eight (8) hours per day. Under no circumstances will overtime (above 40 hours per week) be compensated unless prior written approval is provided by the DPSCD Senior Executive Director of Technology. Service will generally not be required during DPSCD holiday/closure, or when DPSCD is closed for inclement weather.

Professional Conduct: It is the expectation of the District for all personnel, contracted or District employed, to dress and act in a professional and courteous manner. All personnel providing services to the District must abide by the confidentiality provisions set forth by the District. A confidentiality and/or non-disclosure agreement may be required.

Other Costs: The Supplier will be responsible and accountable for all costs associated with parking and mileage expense reimbursement to their contractors where applicable. The District will provide appropriate seating and computer equipment for contracted personnel to complete the work assigned.

End of Section C

SECTION D

PACKAGING AND MARKING

(Reserved)

End of Section D

SECTION E

INSPECTION AND ACCEPTANCE

Elizabeth Cutrona, Deputy Superintendent, is the Executive Director of Procurement's Technical Representative and shall perform or designate other persons or entities to perform inspection, acceptance, and quality assurance. Reports and other submissions shall be submitted to:

Nicole Cummings
DPSCD Technology Division TAV Building A
1425 E. Warren Ave.
Detroit, MI 48207

End of Section E

SECTION F

DELIVERIES OR PERFORMANCE

The primary place of performance and/or delivery for the program in Section B shall mostly be at the Detroit Public Schools Community District, Monday through Friday except holidays.

End of Section F

SECTION G

CONTRACT ADMINISTRATION DATA

1. The Executive Director of Procurement shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Supplier shall not rely upon any oral change from anyone, or a written request for change from someone other than the Executive Director of Procurement. All changes must be in writing, signed by the Executive Director of Procurement.
2. Suppliers will not be paid for services rendered/goods delivered greater than the amount of this contract and purchase order(s). Any services rendered /goods delivered beyond the amount approved in this contract and purchase order(s) is done wholly at supplier's own risk. The District shall not be obligated to pay for services rendered/goods delivered beyond the amount stipulated in this contract and/or purchase order(s) in Section A, item 4.

3. Invoicing and Payment

- a. Invoicing and billing shall be submitted to:

Detroit Public Schools Community District
Fisher Building 11th Floor
Accounts Payable Department
3011 West Grand Blvd.
Detroit, MI 48202
Email: accounts.payable@detroitk12.org

And shall conform to policies or regulations adopted from time to time by the District. Invoices shall be legible and shall contain, at a minimum and as applicable the following information: (1) the contract number and DPSCD purchase order number; (2) a complete itemization of all costs including quantities ordered; (3) a complete itemization of the schools and/or students served; and (4) any discounts offered to the District under the terms of the contract. **A courtesy copy of the invoice must be sent to the department identified under Section E – Inspection and Acceptance AND the name that appears in the “Attention” line on the purchase order but shall not be deemed received by DPSCD unless sent directly to Accounts Payable.**

- b. Subject to any withholding provisions of the contract, payment shall be made within a 45-day payment cycle after the District’s receipt of a properly prepared invoice.
- c. The Supplier shall provide to the Executive Director of Procurement a fully executed W-9 Form. It is the Supplier’s responsibility to notify the Executive Director of Procurement of any changes in the remittal address. Failure to provide this information may impact payment of invoices by DPSCD. In order that this Form is the current version at time of submittal, the Supplier shall download this Form from the Internal Revenue Service website shown below, complete the Form and submit as specified herein. The website from which to obtain this Form is:

<https://www.irs.gov/forms-pubs/about-form-w-9>

End of Section G

SECTION H
SPECIAL CONTRACT REQUIREMENTS
(Reserved)
End of Section H

SECTION I GENERAL CONTRACT CLAUSES

I.01	Type of Contract
I.02	Term of the Contract
I.03	Option to Extend the Term of the Contract
I.04	Availability of Funds (Multi-Year)
I.05	Holidays
I.06	Compliance with Applicable Laws
I.07	Licenses and Permits
I.08	Licensed Personnel
I.09	Criminal Background Screening
I.10	Equal Opportunity
I.11	Subcontractors and Outside Consultants
I.11	Drug Free Workplace
I.13	Standards of Performance and Reasonable Assurances
I.14	Materials and Equipment
I.15	Patents and Royalties
I.16	Warranty of Services and Goods
I.17	Adjustment and Cleaning
I.18	Federal, State, and Local Taxes
I.19	Removal of Employees, Agents or Subcontractors
I.20	Project Personnel
I.21	Photo Identification Badge
I.22	Performance Meeting
I.23	Independent Contractor
I.24	Insurance
I.25	Changes
I.26	Notices
I.27	Indemnification
I.28	District Restrictions
I.29	Assignment or Transfer
I.30	Audit, Examination and Retention of Records
I.31	Award Certificates
I.32	Conflict of Interest
I.33	Gratuities
I.34	Interest of Public Officials
I.35	Order of Precedence
I.36	Confidentiality and Protection of District Property
I.37	Publicity Releases
I.38	Suspension of Work
I.39	Termination and Non-Compliance
I.40	Insolvency
I.41	Disputes and Dispute Resolution
I.42	Notice of Labor Disputes
I.43	Anti-Kickback Procedures
I.44	Pending Legal Dispute with District
I.45	Governing Law
I.46	Supplier Authorization
I.47	Bid, Performance Bond (Reserved)
I.48	Liquidated Damages (Reserved)
I.49	Miscellaneous

I.01 Type of Contract

This will be a fixed type Contract. Unless the parties otherwise agree in writing, the fixed prices agreed upon by the parties will remain fixed for the duration of the Contract, including any extensions thereof.

I.02 Term of Contract

This Contract is for the period as outlined in Section A, Item 5 of this contract, subject to extension as set forth in Section I.03 below and suspension and termination as set forth in Sections I.38 and I.39 below.

I.03 Option to Extend the Term of the Contract

1. The District has the option to extend this Contract. The District may exercise its option to extend the term of this Contract by written notice to the Supplier. If feasible, the District shall give the Supplier a preliminary written notice of its intent to extend at least thirty (30) days before the expiration of the base term and any renewal term. The preliminary notice does not commit the District, and any absence of notice shall not affect the validity of any exercise of the option to extend this Contract. The District's exercise of its option to extend shall not be deemed a waiver of any claims under this Contract.
2. Any extension shall be in a writing signed by the parties.

I.04 Availability of Funds (Multi-Year)

Funds are presently available for performance under this Contract. The District's obligation for performance of this Contract beyond the current fiscal year is contingent upon the availability of authorized funds from the District. No legal liability on the part of the District for any payment may arise for performance under this Contract, until the Supplier receives notice of such availability of funds or notice to proceed, in writing, from the Executive Director of Procurement.

I.05 Holidays:

Contractors, contracted workers, vendors, suppliers and/or sub-contractors are not to report to work and the District will not provide payment for services rendered on the days the District is closed in observance of the below listed nine holidays and breaks:

HOLIDAYS (No. of Days)

- Independence Day
- Labor Day
- Thanksgiving Break
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day

BREAKS (No. of Days)

- Day before Thanksgiving (1 day)
- Holiday Break (8-10 days)
- Mid-Winter Break (1-5 days, pursuant to board approved calendar)
- Spring Break (1-5 days, pursuant to board approved calendar)

Any exceptions to mandatory vacation must be approved in advance and in writing by the Superintendent. The grant of such exceptions will be limited to contractors whose duties relate to essential core functions. Any contracted employee granted an exception will be notified by their District supervisor.

I.06 Compliance with Applicable Laws

The Supplier agrees to adhere to and comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Contract and the operation of school buildings in the State of Michigan, including, but not limited to, federal laws and regulations pertaining to Equal Employment Opportunity, Fair Employment Practices, Anti-Kickback Act, Clean Water Act, Environmental Protection Agency laws and regulations, Energy Policy and Conservation Act, Elementary and Secondary Education Act, the No Child Left Behind Act, American Disabilities Act, the Asbestos Hazardous Emergency Response Act, America Recovery and Reinvestment Act, federal and state privacy laws and federal and state health regulations. The Supplier shall also adhere to all rules and regulations, including any reporting requirements thereof, from any regulatory body, including Department of Education (DOE) and Department of Labor, regarding the operations of such programs. Supplier acknowledges this Contract may be funded by funds from a federal agency or program. Supplier certifies that neither it, its principals nor its subcontractors are currently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.

I.07 Licenses and Permits

The Supplier shall, without additional expense to the District, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed Suppliers to perform parts of the work.

I.08 Licensed and Qualified Personnel

The Supplier agrees to use only licensed personnel to perform work required by law to be performed by such personnel. Lack of knowledge by the Supplier will in no way be a cause for relief from responsibility. The Supplier represents that all persons performing services under this Contract have the requisite skills and experience necessary to adequately provide the services in the accordance with the standards set forth herein, and shall be qualified to do so and licensed if required.

I.09 Criminal Background Screening

The Supplier agrees that any and all Supplier employees, subcontractors, independent contractors or other agents working on or under this Contract shall be free and clear of any sexual and drug related convictions, and from any felony convictions. The Supplier understands and agrees that each employee, subcontractor,

independent contractor or other agent, who is or shall be assigned to regularly and continuously work under this Contract in any of the District's schools, as determined or defined by the Michigan Revised School Code (each a "Covered Employee or Agent"), must provide written consent to the District to enable the District to conduct the federal and state criminal history check and the federal and state criminal records check required by the Michigan Revised School Code. The Supplier further agrees that each Covered Employee or Agent must be presented to submit his or her fingerprints for the purpose of the federal and state criminal records check in accordance with District policy and as further directed by the District, at the sole cost and expense of the Supplier, have the results sent to the District, and provide all information required by the State of Michigan to include those individuals in the appropriate State of Michigan education personnel databases.

The Supplier understands and agrees that the cost of the criminal background check is the responsibility and expense of the Supplier and its Covered Employees or Agents and not the responsibility and expense of the District.

The Supplier understands and agrees that any of its Covered Employee or Agent, who does not meet or comply with the requirements of this Section may not provide services to the District under this Contract or otherwise. Failure by any Covered Employee or Agent of Supplier to comply with the provisions of this Section constitutes a breach of this Contract and the District may seek all applicable remedies.

I.10 Equal Opportunity

During the performance of this Contract, the Supplier agrees that it will, in good faith, afford equal opportunity required by applicable federal, state or local law to all employees and applicants for employment without regard to race, color, religion, sex, handicapping conditions, or national origin. The Supplier further agrees to afford equal opportunity required by applicable federal, state, or local law to subcontractors and suppliers, which are "disadvantaged business enterprises" or "women owned enterprises" (both as defined by federal law or regulation in effect on the date of this contract). The Supplier agrees to insert the substance of this clause in all subcontracts and purchase orders.

I.11 Subcontractors and Outside Consultants

Supplier agrees that any subcontractors and outside consultants required or utilized by the Supplier in connection with the services covered by the Contract will be limited to such individuals or firms as were specifically identified and agreed to by the District in connection with the award of this Contract, and who will assist the Supplier in performing the Contract in accordance with its terms, including, but not limited to, the provisions relating to insurance, the right to audit, confidentiality, and background checks. Any substitution in such subcontractors or consultants is subject to the prior written approval of the District. The Supplier shall inform any subcontractors of the terms and conditions of this Contract and have the subcontractors' written agreement to be bound by the terms thereof.

I.12 Drug-Free Workplace

1. Definitions. As used in this clause –
 - a. "Controlled substance" means a controlled substance including but not limited to marijuana, heroin, LSD, concentrated cannabis or cannabis oils, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium,

opiates, cocaine, methadone, quaaludes, amphetamines, 'exotic designer' drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital or valium.

- b. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
 - c. "Criminal drug statute: means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
 - d. "Drug-free workplace" means the site(s) for the performance of work done by the Supplier in connection with a specific contract.
 - e. "Alcohol" means ethyl alcohol and any beverage containing ethyl alcohol.
 - f. "Employee" means an employee of a Supplier or of a permitted Subcontractor or outside consultant directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other Supplier employee who has other than a minimal impact or involvement in contract performance.
 - g. "Individual" means a Supplier that has no more than one employee including the Supplier.
2. The Supplier shall, within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or immediately for contracts of less than 30 days performance duration
- a. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Supplier's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - b. Establish an ongoing drug-free awareness program to inform such employees about –
 - i. The dangers of drug abuse in the workplace;
 - ii. The Supplier's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (2) (a) of this clause;
 - d. Notify such employees in writing in the statement required by subparagraph (2) (a) of this clause that, as a condition of continued employment on this contract, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
 - e. Notify the Executive Director of Procurement in writing within 10 days after receiving notice under subdivision (2) (d) (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - f. Within 30 days after receiving notice under subdivision (2)(d)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or

- ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- g. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (2) (a) through (2) (f) of this clause.
 - i. The Supplier, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - ii. In addition to other remedies available to the District, the Supplier's failure to comply with the requirements herein renders the Supplier subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

I.13 Standards of Performance and Reasonable Assurances

The Supplier shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

- a. The Supplier shall perform all services required by this Contract in accordance with high professional standards prevailing in the Supplier's field of work.
- b. If the District, in good faith, has reason to believe that the Supplier does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the District may demand in writing that the Supplier give a written assurance of intent to perform. Failure by the Supplier to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the District's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

I.14 Materials and Equipment

The Supplier is expected to supply all tools, equipment, materials and supplies necessary to complete the services specified, beyond normal and routine equipment provided at schools and administrative office facilities. Materials and supplies used will be reputable name brands and kept in excellent condition. Occupational Safety and Health Act of 1970 (OSHA) training, if applicable, will be provided to all employees required to operate equipment. The Supplier will be held responsible for damages resulting from improper use of tool, materials, and equipment, unless such damages result from the negligence of the District, and shall repair or pay for such damages, at its sole cost.

I.15 Patents and Royalties

The Supplier, without exception, shall indemnify and hold harmless the District and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the District. If the Supplier uses any design, device, or materials covered by letters,

patent, or copyright, it is mutually understood and agreed without exception that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

I.16 Warranty of Services and Goods

1. "Acceptance," as used in this clause, means the act of an authorized representative of the District by which the District assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of defect.
2. Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Supplier warrants that all services performed and goods provided under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. Contract further warrants that the goods will be fit and sufficient for the purpose intended. The Executive Director of Procurement shall give written notice of any defect or nonconformance to the Supplier within 30 days. This notice shall state either (1) that the Supplier shall correct, re-perform or replace any defective or nonconforming services or goods, or (2) that the District does not require correction, re-performance or replacement.
3. If the Supplier is required to correct or re-perform services or replace goods, it shall be at no cost to the District, and any services corrected or re-performed or any goods replaced by the Supplier shall be subject to this clause to the same extent as work initially performed. If the Supplier fails or refuses to correct or re-perform services or replace goods, the Executive Director of Procurement may, by contract or otherwise, correct or replace with similar services and goods and charge to the Supplier the cost occasioned to the District thereby, or make an equitable adjustment in the Contract price.
4. Supplier will deliver and transfer all manufacturer's warranties related to the goods to the District and will execute all paperwork and instruments necessary to effectuate such delivery and transfer.

I.17 Adjustment and Cleaning

1. The Supplier shall clean exposed surfaces of all grease, oil, dirt, and other foreign matter and remove all packaging materials.
2. The Supplier shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Supplier shall remove from the work area and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the District. Upon completing the work, the Supplier shall leave the work area in clean, neat and orderly conditions satisfactory to the District. Dumpsters will not be provided by the District.

I.18 Federal, State, and Local Taxes

The Contract price includes all applicable federal, state, and local taxes and duties. The District is exempt from Michigan State and local sales and use taxes, and any such taxes included on any invoice or voucher

received by the District shall be deducted from the amount of the invoice or voucher for purposes of payment.

I.19 Project Personnel

The Supplier shall provide adequate and competent supervision at all times during the performance of the Contract. The Supplier shall identify key personnel and telephone numbers for those who will be actually managing the Contract. Changes in staffing must be proposed in writing to the District and approved by the Executive Director of Procurement. Nothing in this section is intended by the District to be a guarantee of employment for any such identified persons.

I.20 Removal of Employees, Agents or Subcontractors

The District may request the Supplier to immediately remove from assignment to the District any employees, agent, or subcontractor found unfit or unable to perform duties or services under this Contract, for any non-discriminatory reason as determined by the District. Failure by the District to make such request shall not excuse Supplier from complying with the terms of this Contract or applicable law. The Supplier will remedy any District requests under this Section within five (5) business days of written notice. Nothing in this section will be construed to be an extension of any deadline for performance by the Supplier under this Contract, unless agreed to by the District in writing.

I.21 Photo Identification Badge

The Supplier shall provide any individual assigned to the District, a company photo identification badge, which must be worn at all times while on the District's property. The District reserves the right to require the Supplier to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Supplier.

I.22 Performance Meetings/Reports

The Supplier will meet with the District, as requested at no additional cost, and shall provide the District with such agreed upon reports or such reports as are required by law in Supplier's performance of this Contract or to assist the District in assessing the Supplier's performance. The Supplier shall be readily available to meet with representatives of the District, at no additional cost, as often as necessary to resolve any performance problems identified during the term of the Contract. Meetings will be coordinated by the District. Supplier's failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this Contract.

I.23 Independent Contractor

The Supplier at all times shall be an independent contractor. The Supplier shall be responsible for the payment of all federal, state, and local taxes, including, but not limited to income taxes, which may be payable by Supplier as a result of its performance of this Contract and/or the revenues earned hereunder. The Supplier shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship

between any subcontractor or supplier of the Supplier and the District by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the District and the Supplier.

I.24 Insurance

1. General. The Supplier is required to maintain the insurance, meeting the specifications set forth herein for the entire duration of the Contract with the District.
2. Insurance. Prior to the execution of this Contract, the Supplier shall submit a certified copy of the policies or Certificate of Insurance satisfactory to the District at the following address: Detroit Public Schools Community District, Procurement Department, Fisher Building, 3011 West Grand Blvd., 11th Floor, Detroit, Michigan 48202.
3. Requirements. The insurance required of Supplier by this Section must meet the following specifications:
 - a. **Worker's Compensation** coverage limits in the statutory amount as required in the State of Michigan and **Employer's Liability** coverage limits in the amount of \$500,000.00 (Five Hundred Thousand Dollars) each accident, each disease and each employee.
 - b. **Automobile Liability Insurance** (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law) coverage limits in an amount with a combined single limit not less than \$1,000,000.00 (One Million Dollars).
 - c. **Commercial General Liability Insurance** coverage limits in the amount of \$2,000,000.00 (Two Million Dollars) per occurrence and \$4,000,000.00 (Four Million Dollars) aggregate.
 - d. **Professional Liability Insurance coverage** limits in the amount of \$2,000,000.00 (Two Million Dollars) per occurrence and \$4,000,000.00 (Four Million Dollars) aggregate.
 - e. **Umbrella / Excess Liability Insurance** coverage limits in the amount of \$5,000,000.00 (Five Million Dollars) per occurrence and \$5,000,000.00 (Five Million Dollars) aggregate.
4. Approval of Forms and Companies. The Certificate of Insurance must state the Policy Number, date of expiration and limits of liability there under. No party subject to the provisions of this Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies licensed to do business in the State of Michigan with a Best's Service rating of no lower than A-.
5. Additional Insurance Endorsement. The policies required hereunder, with the exception of 3a. (Workers Compensation and Employer's Liability) shall name the District and its mortgagee, if any, as an additional insured. The minimum amounts of coverage set forth in Section 3 above are subject to periodic review and amendment by the District's Risk Management Office, in the exercise of its reasonable discretion. Any excess liability coverage utilized to satisfy any increased

requirements hereunder must be at least “follow form” in scope of coverage, placed with an authorized carrier and name the District, its officers, representatives, agents and employees, as an additional insured.

6. Certificate Holder: DPSCD should be addressed as the Certificate Holder using the following address: Detroit Public Schools Community District, Risk Management, 3011 W Grand Blvd, 11th Floor, Detroit, MI 48202.
7. Notice of Cancellation or Material Changes. Policies and/or certificates shall specifically provide for a thirty (30) day written prior notice of cancellation, non-renewal, or any material change to be sent to the District.
8. Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.
9. Deductibles. Companies issuing the insurance policies and the Supplier shall have no recourse against the District for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Supplier.
10. Subcontractors. If any part of the work is subcontracted, Supplier shall require any and all subcontractors performing work under this Contract to carry worker’s compensation insurance and other types of insurance with limits of liability as Supplier shall deem appropriate and adequate for the duration of the subcontracting arrangement. In the event a subcontractor is unable to furnish adequate insurance required under the Contract, the Supplier shall endorse the subcontractor as an Additional Insured and/or become an Alternate Employer, prior to the subcontractor performing any work for or on behalf of the Supplier in performance of this Contract. The Supplier shall obtain and furnish to the District certificates of insurance evidencing subcontractors’ workers’ compensation insurance coverage. If a subcontractor’s certificate of workers’ compensation insurance expires during the period of performance, Supplier shall obtain a renewal certificate. All other insurance certificates for subcontractors shall be furnished to the District.
11. Waiver. The selected Supplier shall not hold the District liable for any personal injury incurred by its employee, agent or consultant, Supplier or subcontractor while working on this project. The Supplier agrees to hold the District harmless from any such claim by its employees, agents, consultants, Supplier or subcontractor.

I.25 Changes

1. The Executive Director of Procurement may, at any time, by written order, make changes within the general scope of the Contract in the services to be performed. If such changes cause an increase or decrease in the Supplier’s cost of, or time required for, performance of any services under this Contract, whether or not changed by any order, the Contract shall be modified in writing to reflect such changes. Any claim of the Supplier for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Supplier of the notification of change unless the Executive Director of Procurement grants a further period of time before the date of final payment under the Contract.

2. No services for which an additional cost or fee will be charged by the Supplier shall be furnished without the prior written authorization of the Executive Director of Procurement.

I.26 Notices

All written notices required under the terms of the contract shall be addressed to the Supplier at the address set forth in Section A of this Contract. Notices to the District shall be addressed as follows: Attention: Executive Director of Procurement, Detroit Public Schools Community District, Procurement Department, 3011 West Grand Blvd., 11th Floor, Detroit, Michigan 48202.

I.27 Indemnification

The Supplier agrees to indemnify, hold harmless and defend the District, its Board of Education, and all administrators, employees, students, volunteers, agents, or servants of the District, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses (including attorney's fees), in a manner caused by, arising from, their performance of this Contract or breach thereof, to the extent that such actions are not caused by the sole negligence, of the District, its Board of Education, or its employees.

I.28 District Restrictions

In the event that, as result of new regulation, the Supplier seeks to impose any restrictions on the District which would necessitate alteration of material, quality, workmanship, or performance of the good or services offered, it shall be the responsibility of the Supplier to immediately notify the Executive Director of Procurement in writing specifying the regulation which requires alteration. The District reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the Contract at no expense to the District.

I.29 Assignment or Transfer

The Supplier shall not assign or transfer the whole or any part of this Contract or any monies due or to become due hereunder without the prior written approval of the District.

I.30 Audit, Examination and Retention of Records

The Supplier shall maintain all books, records, documents, and other instruments, related to the provision of goods and services hereunder, and shall maintain accounting records, procedures and practices, sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred for the performance of the Contract. The Supplier shall maintain these documents for five (5) years from the later of the date termination or final payment under the Contract, or such longer period as required by law. Such records shall include any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices.

The Supplier agrees that such Supplier records shall be open to inspection and subject audit and /or reproduction, during normal working hours, by the District, its Contracting/Auditing/or Inspecting Officer, or its other agents or authorized representatives, as well as the District's state and federal regulatory and/or

funding agencies, including, but not limited to, the Michigan Department of Education and the U.S. Office of the Comptroller and the U.S. Office of the Inspection General (together the “Examiners/Auditors”) to the extent necessary to adequately permit evaluation and verification of any invoices and the services provided, payments or claims submitted by the Supplier and any of its payees (including subcontractors) pursuant to this Contract, including but not limited to at least once annually. If an audit, inspection or examination in accordance with this section discloses overcharges of any nature, the actual costs of the audit, inspection or examination shall be paid by the Supplier. The rights of the Examiners/Auditors hereunder shall also include timely (i.e., at least one business day) and reasonable access to Supplier’s personnel for the purpose of interview and discussion related to such records. The Examiners/Auditors’ audit or inspection or lack thereof, or the existence of this contractual provision, shall not relieve Supplier of its responsibility to comply with this Contract. Further the failure by any of Examiners/Auditors to notify Supplier of detection, or failure to require Supplier remediation of any unsatisfactory practice, does not constitute acceptance of such practice, or a waiver of the District’s rights under this Contract.

I.31 Award Certificates

Supplier agrees that the information provided to the District and the Certificate of Independent Price Determination, the Suspension and Debarment Certification, the Clean Air and Water Act Certificate and the Disclosure of Lobbying Activities, is true and correct as of the date of this Contract and will remain true and correct as during the term of this Contract. Supplier agrees to provide the District with updated information as soon as the information in any certificates and disclosure becomes materially false or misleading and on the date of any renewal of this Contract.

I.32 Conflict of Interest

1. The Supplier warrants that, except as otherwise disclosed in writing, it does not have any conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this Contract and the Supplier’s organizational, financial, contractual or other interests are such that:
 - a. Award of the Contract may result in an unfair competitive advantage; or
 - b. The Supplier’s objectivity in performing the contract work may be impaired.
2. The Supplier agrees that, at any time after the award of this Contract and during the term thereof, it discovers an organizational conflict of interest with respect to this Contract, it shall make an immediate and full disclosure in writing to the Executive Director of Procurement, Department of Contracting and Procurement, which disclosure shall include a description of the action which the Supplier has taken or intends to take to eliminate or neutralize the conflict. The District may however terminate the Contract if it is deemed in the District’s best interest to do so.
3. In the event the Supplier did not and does not disclose the conflict to the Executive Director of Procurement, the District may terminate the Contract for default.
4. The provisions of this clause shall be included in all permitted subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Supplier. The Supplier shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
5. The District reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

I.33 Gratuities

The Supplier represents and warrants that neither it, its agent nor any other representative has offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board (Executive Committee) of the District with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this Contract. For breach of any representation or warranty in this clause, the District shall have the right to annul this Contract without liability and/or have recourse to any other remedy it may have at law.

I.34 Interest of Public Officials

The Supplier represents and warrants that no employee, official, or member of the Board (Executive Committee) of the District, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the District was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his or her tenure, or for one year thereafter is or will be pecuniarily interested or benefited directly or indirectly in this Contract or the proceeds thereof.

I.35 Order of Precedence

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

1. Contract Sections, including scope of services and general contract clauses.
2. Other exhibits, and attachments to the Contract.
3. Any purchase order.
4. Any Supplier website terms and conditions.

I.36 Confidentiality, Ownership and Protection of District Property

The Supplier acknowledges that certain data, material, or other information which originated from, or was provided to Supplier under, this Contract may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Supplier, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information or as required by law and not release or disclose it to any other party. The Supplier agrees to release such information or material only to employees and agents who have signed a written agreement or a written acknowledgement of the Supplier's confidentiality policies expressly prohibiting re-disclosure.

All facilities used to store and process the District's data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Supplier's own Data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Supplier shall report immediately, in writing, to District any data compromise involving District data, or circumstances that could have resulted in

unauthorized access to or disclosure or use of the District's data, not authorized by this Contract or authorized in writing by the District. Within five (5) calendar days of the date Supplier becomes aware of any such data compromise, Supplier shall have completed implementation of corrective actions to remedy the data compromise, restore District access to the services as directed by the District, prevent further similar unauthorized use or disclosure. Supplier shall be responsible for providing disaster recovery services if Supplier experiences or suffers a disaster.

Supplier will retain the District's data for the time period specified in Section I.30 hereof. Using appropriate and reliable storage media, Supplier will regularly backup District data and, upon District's request, provide a copy of the data at no cost, each month to the District's in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing. At the District's election, Supplier will either securely destroy or transmit to University repository any backup copies of District's data. Supplier will supply District with a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.

The parties acknowledge that should the performance of this Contract result in the development of any new proprietary, secret, or trade concepts, methods, techniques, processes, adoptions, discoveries, improvements and ideas, the same shall be promptly be reported to the District and shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier will not, other than in the performance of this Contract make use or disclose the same to any third party. The Supplier also acknowledges and agrees that all reports and documents created and/or submitted to the District under this Contract shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier will not, other than in the performance of this Contract make use or disclose the same to any third party. At the District's request or upon the expiration or earlier termination of this Contract, Supplier shall execute all documents, papers and shall furnish all reasonable assistance requested in order to establish in the District all rights, title, and interest in such inventions, discoveries and improvements or ideas or to enable the District to apply for state and federal patents, trademarks or other protection of the District's intellectual property, if the District so elects.

The Supplier shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the District. If the Supplier's failure to use reasonable care causes damage to any of this property, the Supplier shall replace or repair the damage at no expense to the District as the Executive Director of Procurement directs. If the Supplier fails or refuses to make such repair or replacement, the Supplier shall be liable for the cost, which may be deducted from the contract price.

The Supplier acknowledges that the District is a public body and as such is subject to the disclosure requirements of the Freedom of Information Act. Therefore, this Contract and all accompanying attachments, documents and related material are subject to disclosure, upon request, unless an exemption to disclosure applies. Nothing in this document may be construed as a promise of confidentiality exempting documents related to this Contract from disclosure pursuant to FOIA.

I.37 Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Supplier or any of its subcontractors desires to

make for purposes of publication in whole or in part, shall be subject to written approval by the Executive Director of Procurement prior to release.

I.38 Suspension of Work

1. The Executive Director of Procurement may order the Supplier in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.
2. If the performance of all or any part of the work is, for an unreasonable period of time, suspended or delayed by an act of the Executive Director of Procurement in the administration of this Contract, or by his/her failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Supplier, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
3. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Supplier shall have notified the Executive Director of Procurement in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

I.39 Termination and Non-Compliance

1. The Executive Director of Procurement may, by written notice to the Supplier, terminate this Contract in whole or in part at any time, either for the District's convenience (including non-availability of funding) or because of the failure of the Supplier to fulfill its Contract obligations, including, but not limited to, Supplier's failure to (a) provide the reasonable assurances required under this Contract; (b) services furnished by the Supplier fail to conform to any requirement of this Contract; (c) failure to submit any report or document required by this Contract; or (d) failure to meet any material performance deadline under this Contract. Upon receipt of such notice, the Supplier shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Executive Director of Procurement all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Supplier in performing this contract, whether completed or in process.
2. If the termination is for the convenience of the District and if this is a Contract wherein the Supplier is to be compensated by a fixed firm amount, an equitable adjustment in the Contract price shall be made by the District, but no amount shall be allowed for anticipated profit on unperformed services. Otherwise where the Contract is not for a fixed firm amount, in the event of termination for convenience, Supplier shall only be entitled to amounts earned by it up to including the date of the termination and no amounts shall be allowed for anticipated profit on unperformed services.

3. If the termination is for default (failure to fulfill contract obligations), the District may take over the work and complete the same by contract or otherwise. In such case, the Supplier shall be liable to the District for any additional/re-procurement cost occasioned to the District.
4. If, after notice of termination for default, it is determined that the Supplier had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment in the contract price shall be made as provided in paragraph (2) of this clause.
5. In addition to its right to terminate this Contract in the event of default, if a Supplier materially fails to comply with the terms and conditions of this Contract, whether stated in a statute, regulation, assurance, or notice of award, the District shall have the right to take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the Supplier, (2) disallow all or part of the cost of the activity or action not in compliance, or (3) wholly or partly suspend the Contract.
6. The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.
7. Upon termination of this Contract for any reason, the Supplier, for a reasonable, mutually agreed period of time after the termination of this Contract (and in any event no less than sixty (60) days, agrees to provide all reasonable transition assistance requested by the District, to allow for the services to continue without interruption or adverse effect, and/or to facilitate the orderly transfer of such services to the District or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. There shall be no additional cost pay by the District to the Supplier for any resources utilized in performing such transition assistance. If the District terminates this Contract for cause, then the District will be entitled to offset the cost of paying the Supplier for the additional resources the Contractor utilized in providing transition assistance with any damages the District may have otherwise accrued as a result of said termination. Transition services shall include Supplier's provision of copies of the District's data, work products, and reports required under this Contract, at no cost, in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing.

I.40 Insolvency

In the event the Supplier enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Supplier agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Executive Director of Procurement responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. The District shall have the right to immediately terminate this Contract in the event of Supplier's insolvency or bankruptcy.

I.41 Dispute and Dispute Resolution

In the event of any disputes, including disputes concerning a question of fact or law (“disputes”), claims, issues, questions, or disagreement arising from or relating to this contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement in a timely manner. Initially, the Category Manager, Assistant Director and supervisor/Executive Director shall discuss the issue with the Supplier. If resolution is not reached, then Supplier shall meet with the Executive Director of Procurement, their successor, or designee, to resolve the issue. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest(s), attempt to reach a just and equitable solution satisfactory to both parties.

Any disputes, claims, issues, questions, or disagreement arising under or related to this Contract which is not disposed of by agreement shall be decided by the Executive Director of Procurement, who shall reduce her/his decision to writing and mail or otherwise furnish a copy thereof to the Supplier, which decision shall be binding and conclusive on the parties unless the Supplier gives written notice of its objection to the decision with ten (10) business days of receipt of the decision.

If the Supplier gives written notice of its objection to the decision of the Executive Director of Procurement as set forth above, then the parties shall try to settle the dispute, claim or questions through alternative dispute resolution within 60 days of the written objection to the Executive Director of Procurement’s decision. The District will be allowed to choose the forum for the alternative dispute resolution. The parties shall agree on any mediator(s) or facilitator(s). The parties shall equally share all of the cost of alternative dispute resolution. If, after such alternative dispute resolution, the parties still are unable to resolve the disputes, issues claims, questions, or disagreement arising from or relating to this contract or the breach thereof, then upon notice by either party to the other, all disputes, issues claims, questions, or disagreement arising from or relating to this contract or the breach thereof shall be finally settled by submission to the American Arbitration Association in accordance with the provisions of its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) shall be binding and may be entered in any court having jurisdiction thereof.

Nothing contained in this Section shall be construed to prevent a party from exercising its right to terminate the Contract under Section I.39 hereof.

I.42 Notice of Labor Disputes

1. If the Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Supplier immediately shall give notice, including all relevant information, to the Executive Director of Procurement.
2. The Supplier agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Supplier, as the case may be, of all relevant information concerning the dispute.

I.43 Anti-Kickback Procedures

1. Definitions

- a. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Supplier, prime Supplier employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- b. "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- c. "Prime contract," as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- d. "Prime Supplier" as used in this clause, means a person who has entered into a prime contract with the District.
- e. "Prime Supplier employee," as used in this clause, means any officer, partner, employee, or agent of a prime Supplier.
- f. "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Supplier or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- g. "Subcontractor," as used in this clause,
- h. means any person, other than the prime Supplier, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and
- i. includes any person who offers to furnish or furnishes general supplies to the prime Supplier or a higher tier subcontractor.
- j. "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

2. The Anti-Kickback Act of 1986 (the Act), prohibits any person from:

- a. Providing or attempting to provide or offering to provide any kickback;
- b. Soliciting, accepting, or attempting to accept any kickback; or
- c. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Supplier to the District or in the contract price charged by a subcontractor to a prime Supplier or higher tier subcontractor.

3. Compliance

- a. The Supplier shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (2) of this clause in its own operations and direct business relationships.
- b. When the Supplier has reasonable grounds to believe that a violation described in paragraph (2) of this clause may have occurred, the Supplier shall promptly report in

writing the possible violation. Such reports shall be made to the Executive Director of Procurement.

- c. The Supplier shall cooperate fully with any investigation of a possible violation described in paragraph (2) of this clause.
- d. The Executive Director of Procurement may
 - i. offset the amount of the kickback against any monies owed by the District under the prime contract and/or
 - ii. direct that the Prime Supplier withhold from sums owed a subcontractor under the prime contract the amount of the kickback.

The Executive Director of Procurement may order that monies withheld under subdivision (3) (d) (ii) of this clause be paid over to the District unless the District has already offset those monies under subdivision (3) (d) (i) of this clause. In either case, the Prime Supplier shall notify the Executive Director of Procurement when the monies are withheld.

- e. The Supplier agrees to incorporate the substance of this clause, including subparagraph (3) (e) but excepting subparagraph (3) (a), in all subcontracts under this contract which exceed \$100,000.

I.44 Pending Legal Dispute with District

It is the policy of the District that one factor, among others, that is to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any Supplier or supplier which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, Executive Director of Procurement shall seek the advice of the Office of the General Counsel regarding the legal dispute and shall obtain the concurrence of the District's Chief Executive Officer or his or her designee.

I.45 Governing Law

This Contract shall be governed by the laws of the State of Michigan without giving effect to the principles of conflicts of laws.

I.46 Supplier Authorization

All persons executing and delivering this Contract on behalf of Supplier have been duly authorized by Supplier and all corporate or other action has been taken which is required for Supplier to execute, deliver, and perform this Contract

I.47 Bid, Performance Bond (Reserved)

I.48 Liquidated Damages (Reserved)

I.49 Miscellaneous

This Contract can be extended, modified or amended only by a written agreement signed by the Executive Director of Procurement and the Supplier, except that the Contract shall be deemed to be modified to include new requirements imposed by law. If necessary or requested, the parties shall cooperate with each other to execute a written amendment which reflects such new requirements.

If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

In the event of any breach by Supplier or in the event of a disputed amount, District shall have the right to set-off any amounts owed by it to Supplier for any purpose, against any amounts due to District by Supplier under this Contract or otherwise or withhold payment due hereunder, pending resolution of the dispute or the breach.

The provisions of this Contract are for the parties hereto only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract.

The parties acknowledge that the parties and their counsel have reviewed (or their counsel has had the opportunity to review) and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto.

This Contract, including the exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

End of Section I

SECTION J
LIST OF ATTACHMENTS

(Reserved)

End of Section J