

REQUEST FOR PROPOSAL
GROSSE POINTE PUBLIC SCHOOL SYSTEM BRANDING SERVICES

**Voluntary Pre-Proposal
Meeting:**

**12/6/2023
2:00 P.M. EST**

Connect over video:

<https://meet.google.com/eei-hsar-zsx>
(please email stanlec@gpschools.org if you
plan to attend)

Call in by phone:

**+1 985-402-1151
PIN: 974 912 270#**

Due Date:

**1/10/2024
2:00 P.M. EST**

**ATTN:
Dr. Chris Stanley
Executive Director, Learning Technology &
Strategic Relations
20601 Morningside Dr, Grosse Pointe Woods,
MI 48236**

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I. INSTRUCTION TO MARKETING PROFESSIONALS/FIRMS

A. Introduction

Grosse Pointe Public School System (“GPPSS” or “District”) is a K-12 school district in Grosse Pointe, Michigan, made up of seven elementary schools, three middle schools, two high schools, and one early childhood center. Enrollment is approximately 6,400 students representing all five Grosse Pointes (Grosse Pointe City, Grosse Pointe Farms, Grosse Pointe Park, Grosse Pointe Shores, and Grosse Pointe Woods) and a portion of Harper Woods.

Grosse Pointe is one of those rare places that draws generation upon generation back to raise their own children in a community where schools and city services have kept up with the times. Here children grow up within walking distance of great schools and safe parks. Families live, learn and play together on tree-lined streets. Neighbors chat over the fences, meet for coffee in the shopping districts, and barbecue in the city parks. It is a close-knit community. Grosse Pointe’s location is ideal.

Bordered on one side by the beautiful Lake St. Clair and on the other by Interstate-94, Detroit, the suburbs and nature are easily accessible.

GPPSS takes great pride in offering an educational experience that meets the needs of each and every student, each and every day. GPPSS is widely recognized as a top school district in the State and nation, ranking among the top two percent of school districts in the country. [Click here for more information.](#)

Mission: GPPSS is committed to the academic success and social development of all students. Our mission is to cultivate educational excellence by:

- Empowering Students
- Valuing Diversity
- Inspiring Curiosity
- Pushing Possibilities

Unfortunately, GPPSS has been facing declining enrollment for several years, resulting in the closing of two elementary schools, cutting millions of dollars from its budget, deferring maintenance, laying off teachers, administrators and staff, as well as suffering a lower bond rating. GPPSS is looking to attract families to the District as well as retain those with children currently enrolled in the District. It is our goal to launch an effective brand campaign to increase brand awareness and engagement, generate interest among potential new students, improve positive image and reputation perceptions among key stakeholders, increase overall enrollment, and improve the bottom line. This is why a brand is critical to the future and success of the District.

B. Scope

1. Branding Services

GPPSS is seeking to hire a highly experienced professional marketing/branding firm. It is preferred, but not required, that the selected firm has experience with K-12 branding campaigns. GPPSS is looking for a firm to plan, research and launch an effective and comprehensive K-12 branding campaign by working collaboratively with GPPSS leadership, the GPPSS Board of Education and the GPPSS Brand Subcommittee to present a brand brief that includes the following:

- Research Methodology, including a deep review of GPPSS historical and current documents and online information (web, social media, etc.), competitive analysis, new research (quantitative and qualitative), key competitor review, target audiences, etc.
- GPPSS Brand Identity, including brand promise options, brand positioning, key messaging, identity guidelines book, supporting overall design look and feel, brand personas, and a list of effective recommendations for improving Districtwide marketing communications (new website, new logo to complement District seal and handle the heavy lifting, etc.)
- Design of a comprehensive marketing communications strategy during the 2023-24 academic year and beyond based on the new brand.
- This RFP does **NOT** include services for the brand campaign execution. GPPSS is looking for recommendations to create an effective brand campaign execution, including strategic and tactical items, costs, timeline, etc.

2. Project Goals

- Clarify and enhance GPPSS image and reputation.
- Showcase GPPSS distinctive characteristics and charm.
- Establish a set of target audience personas that applies market research insights.
- Demonstrate GPPSS as distinctive from competing options (private schools, homeschooling, other districts, etc.) and a superb choice among local and other families seeking an excellent, relevant and comprehensive education in premier and walkable communities.

3. Project Measurable Objectives

- Increase GPPSS stakeholder (students, parents, teachers, staff, alumni, volunteers, community, etc.) visibility, awareness, perceptions and feelings as measured by annual surveys.
- Increase new GPPSS students and overall enrollment.
- Increase retention of current GPPSS students.
- Increase return of GPPSS students who have left the District.
- Increase alumni participation and overall District fundraising.
- Increase Net Promoter Score (NPS), a measure used to gauge stakeholder loyalty, satisfaction, and enthusiasm with the School District that's calculated by asking stakeholders one question: "On a scale from 0 to 10, how likely are you to recommend this School District to a friend or colleague?"

4. Scope of Services

- Research and develop a holistic and effective brand that is aligned with the District's history, mission, vision and core values, and creates a compelling narrative of the positive things, events, activities and stories happening in the District.
- Recommendations to embed the brand in all District business processes and become a rallying point for key stakeholders and the community at large.
- Work with the GPPSS District leaders to recommend effective marketing and branding strategies and tactics for an effective and comprehensive brand campaign for the upcoming school years.
- The proposed budget for the brand campaign planning, research and recommendations is between \$30,000-\$50,000.

NOTE: The brand campaign execution costs are NOT included here and will be determined at a later date based, in part, on the recommendations from the selected firm.

C. Key Branding Terminology

Brand

How you make people feel.

Brand Ambassador

The face or spokesperson of a brand. The brand ambassador represents the essence of a brand and is a controlled effort to humanize brand messaging, mission and outreach. More recently, employees, loyal stakeholders and anyone passionate about the brand, have assumed the title. The ambassador eats, breathes and lives the brand, providing stakeholders or students in this case with a tangible and influential brand experience while serving as the campaigner, defender and avatar of the brand.

Brand Audit

An audit of all elements (web, ads, signage, social media, etc.) and under-the-hood examination of a brand to uncover performance, position and insights. A brand requires these inspections in order to identify strengths, weaknesses and opportunities for refinement or new initiatives. The results of a brand audit will set the stage to prioritize and manage any course corrections needed.

Brand Awareness

The ability of a brand's stakeholders or students to identify the brand in a crowded market, and their level of familiarity with the brand's unique buying proposition. Greater brand awareness is often a primary goal of marketing a product or service and is critical when launching a new brand.

Brand Brief

A data-driven document designed to present key information about a proposed new brand. The brand brief is the District's guidebook for presenting a clear brand identity.

Brand Discovery

The process of objectively examining a brand to better understand its role within the competitive landscape and gain insights into its stakeholders or students and what motivates them. Brand discovery will reveal strengths, weaknesses and what stakeholders or students value most among the brand's offerings and why.

Brand Experience

The means by which a brand is created in the mind of a stakeholder through all experiences and interactions with or involving the brand.

Brand Guidelines

A comprehensive document or rulebook affirming the principles of a brand and providing guidance for understanding its legacy, vision, mission, personality and attributes. Brand standards inform employees, external agencies and vendors of the code under which the brand operates. It serves to establish appropriate usage, variants and application of each of the brand assets, and specifies how each element fits together.

Brand Personality

The attribution of human personality traits (seriousness, warmth, imagination, etc.) to drive differentiation and stakeholder connection. These traits influence brand behavior.

Brand Positioning

A concise description of the brand that expresses not only what need the brand serves but also key differentiators that set it apart from its competitors; brand positioning creates a consistent understanding of the brand for the School District and is not designed for external purposes.

Brand Strategy

The long-term strategy that guides a business in the development of a brand and its implementation in every aspect of marketing and operations. It serves as a guidepost for internal stakeholders and partners and clarifies the School District's value to its stakeholders.

Key Messaging

Drawn from the brand positioning and other elements of the brand brief (audience summary, competitive analysis, etc.), key messaging begins to imagine how a brand will be represented across audiences via marketing materials.

Tagline

A tagline, brand promise or slogan are equally exchangeable words and are the public-facing expression of the brand; a tagline is a creative expression of the brand essence, designed to engage the audience and encourage a desired action (i.e., awareness, engagement, favorable perceptions, etc.)

D. Proposal Timetable

RFP Issue Date	11/15/2023
Voluntary Pre-Proposal Meeting	12/6/2023 2:00pm EST (email stanlec@gpschools.org if you plan on attending)
Request for Clarifications	12/11/2023 (by 4pm EST)
Written Response to Request for Clarifications	12/15/2023
Proposal Due Date	1/10/2024 2:00pm EST

Selected Marketing Professionals/Firms may be required to make oral or other presentations.

Failure of a Marketing Professionals/Firm to conduct a presentation on the date scheduled may result in rejection of the Marketing Professional's/Firm's Proposal. In addition, GPPSS may decide to make site visits to the selected Marketing Professional's/Firm's' reference sites or other sites provided by the Marketing Professional/Firm.

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the above Proposal Timetable as it determines to be in its best interest.

E. Proposal Process

1.1. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

January 10, 2024 at 2:00 p.m. EDT (the “Due Date”)

1.1.1. Proposal Envelope: The opaque envelope containing your Proposal must be marked in the lower left-hand corner as follows:

SEALED PROPOSAL ENCLOSED
Grosse Pointe Public School System Branding Services
[Firm’s Name]
[Firm’s Address]
[Firm’s Telephone Number]

The envelope must also be addressed and delivered as follows:

GROSSE POINTE PUBLIC SCHOOL SYSTEM
Attention: Dr. Chris Stanley
20601 Morningside Drive
Grosse Pointe Woods, Michigan 48236

1.1.2. Late Proposals: Each Firm is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.

1.1.3. Returned Proposals: All Proposals received after the Due Date will be unopened and made available to the respective Firm for pick-up, at its sole cost and expense.

1.1.4. Signed Original Proposal: Each Proposal must be an original and hard copy, and signed by an authorized member of the Firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

1.1.5. Copies of Proposal: The Firm shall also submit with the signed original Proposal, two (2) complete copies of the signed original Proposal and one (1) copy on a thumb drive.

1.1.6. Opening of Proposals: At the specified location and Due Date stated above, all submitted Proposals shall be publicly opened and read aloud. Any interested parties may attend. No immediate decision will be rendered.

1.1.7. E-Mail Clarifications: The School District intends to communicate with Firm via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to “written” form of communications include e-mail.

1.1.8. Additional Requests For Clarification: Prospective Firms may request that the School District clarify information contained in this RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests For Clarification within five (5) business days after the receipt of such request. The School District will not respond to any Request For Clarification received after **4 p.m. EST on December 11, 2023**. Requests For Clarification

and inquiries must be made via e-mail. All Requests For Clarification must be directed to Dr. Chris Stanley at stanlec@gpschools.org. (Subject Line: GPPSS Branding RFP Request For Clarification). No response will be made to any oral questions. All questions and answers will be posted on the School District's website. It is each Firm's responsibility to check the School District's website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.

1.1.9. Restrictions On Communication: From the issue date of this RFP until a Firm is selected and the selection announced, a prospective Firm shall not communicate about the subject of this RFP or a Firm's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, except for additional Requests For Clarification in accordance with Paragraph 1.1.8 above, or as otherwise required by applicable law.

1.1.10. Addenda to the RFP: If it becomes necessary to revise any part of this RFP, notice of the revision will be e-mailed to all parties that requested a copy of this RFP. All addenda will be issued through the School District's website and all addenda shall become a part of this RFP. Each Firm must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Firm to receive, or acknowledge receipt of, any addendum shall not relieve the Firm of the responsibility for complying with the terms thereof.

1.1.11. RFP/Proposal Information Controlling: The School District intends that all Firms shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Firm shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.

1.1.12. Finality of Decision: Any decision made by the School District, including the Firms selection, shall be final.

1.1.13. Reservation of Rights: The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Firm(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Firms. The School District reserves the right to select one or more Firms to perform the Services on behalf of the School District. In the event a Firm's Proposal is accepted by the School District and the Firm asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another Firm.

1.1.14. Release of Claims: Each Firm by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Firm.

1.1.15. Firm Bears Proposal Costs: A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

1.1.16. Irrevocability of Proposals: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.

1.1.17. Collusive Bidding: The Firm certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

If you experience problems in downloading the documents, please contact GPPSS Web Coordinator, Brian Jaeger, via e-mail address is jaegerb@gpschools.org.

The following table is a summary of the required Proposal submission format for this RFP. Please structure your Proposal submission per the content and sequence below. Where noted under “Template for Submission”, utilize the attachments provided with this RFP for inputting your responses.

Proposal Section	Section Title	Template for Submission
Intro	Letter of Transmittal	
1.0	Executive Summary	
2.0	Scope of Proposed Solution	
3.0	Comprehensive List of Assumptions	
4.0	Company Background/Customer List	
5.0	Marketing Professional/Firm Relationships or Potential Conflicts with GPPSS	
6.0	Proposal Form	Attachment #1
7.0	Pricing Proposal	Attachment #2
8.0	Statement of Qualifications	Attachment #3
9.0	Iran Economics Sanction Act MUST BE NOTARIZED	Attachment #4
10.0	Certificate of Liability Insurance	Attachment #5
11.0	Contract for Branding/Marketing Services and Exceptions to GPPSS Terms and Conditions	Attachment #6 Please note on a separate document whether or not your firm takes exception to any term

An overview of the Proposal response guidelines are below for your review. Detailed instructions have also been included within all attachments.

F. PROPOSAL RESPONSE GUIDELINES

The following are detailed guidelines for the format and content of your Proposal submission. Please review the guidelines below in full prior to submitting your Proposal.

NOTE: Marketing Firms are encouraged to describe if they envision using GPPSS students, teachers, and/or classes as part of their delivery of services to support the application of relevant educational programs and help them obtain real-world work experience.

Letter of Transmittal (*Maximum Length=1 page*)

The letter should briefly list the name of the company, address of corporate headquarters, contact information of account executive, confirm major components of the Services being proposed, and be signed by an individual that is authorized to bind the firm.

Proposal Section 1.0 – Executive Summary (*Maximum Length= 3 pages*)

This part of the response to this RFP should be limited to a brief narrative highlighting the Marketing Professional/Firm's Proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

Proposal Section 2.0 - Scope of Proposed Solution (*Maximum Length=5 pages*)

Provide a description of the overall solution or methodology for the **development, deployment and measurement of objectives**. Include a high-level description of the steps of how the services will be provided and any associated value added services solution that meets the requirements. Confirm that the solution being provided is comprehensive as defined in Section 2 of this Request for Proposal.). In addition, describe the methodology for solution delivery. Finally, describe the client relationship management approach (e.g., steering committee, status reporting).

Proposal Section 3.0 - Comprehensive List of Assumptions (*Maximum length = 2 pages*)

Rather than have assumptions be scattered throughout the Proposal, GPPSS requires that all assumptions be listed and explained in this section. Please ensure that all assumptions listed reference the appropriate section of this RFP and/or associated services.

Proposal Section 4.0 - Company Background/Customer List (*Maximum Length=5 pages*)

Marketing Professional/Firm must provide the following information about its company so that GPPSS can evaluate the firm's financial stability and ability to support the commitments set forth in response to this RFP.

The Marketing Professional/Firm should describe the company's background, including:

- How long the company has been in business.
- A brief description of the company size and organizational structure as it relates to services proposed.
- How long the company has been working with a) education clients (specifically K12 Public Schools); b) government clients; c) commercial clients
- Describe any current lawsuits, legal actions or governmental investigations against your company including, but not limited to, parties of dispute, any equipment affected, cause of action, jurisdiction and date of legal complaint.

Proposal Section 5.0 - Marketing Professional/Firm Relationships or Potential Conflicts with GPPSS

Describe any business relations that Marketing Professional/Firm currently has or has had with GPPSS; include relationships any parent, subsidiary, or other affiliate company may have with GPPSS. Please indicate if any employees, officers, directors, members, agents or consultants of Marketing Professional/Firm

are also an employee of GPPSS.

Proposal Section 6.0 – Proposal Form

Please refer to this RFP Template Attachment #1

Proposal Section 7.0 – Pricing Proposal

Please refer to this RFP Template Attachment #2

Proposal Section 8.0 – Statement of Qualifications

Please refer to this RFP Template Attachment #3

Proposal Section 9.0 – Iran Economic Sanctions Act

Please refer to this RFP Template Attachment #4

Proposal Section 10.0 – Certificate of Liability Insurance

Please refer to this RFP Template Attachment #5

Proposal Section 11.0 – Contract for Branding/Marketing Services/Exceptions to GPPSS' form of Contract

Please refer to this RFP Template Attachment #6

While it is GPPSS' preference that the Marketing Professional/Firm sign the attached Contract "as is" and, in fact, GPPSS may consider extensive changes to the agreement as a reason to exclude a firm from further consideration; Marketing Professional/Firms may take select exception to terms and conditions (Attachment #6– Contract). The Marketing Professional/Firm must clearly set forth each exception in its Proposal, referencing the affected RFP section, paragraph and page. The Marketing Professional/Firm must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the firm. GPPSS shall determine (in its sole discretion) the acceptability of any proposed exception(s).

For attachments, only the forms provided in this RFP packet are to be used. Electronic versions may be found on the GPPSS web page at: <https://www.gpschools.org/Page/10754>. **Altered or substitute forms will not be accepted.**

ALL submitted documents must be typed or computer generated. **(With exception to the required initials and original signatures elsewhere in the document), no handwritten Proposals will be allowed.**

It is understood that each Marketing Professional/Firm, before submitting a Proposal, shall, if they are uncertain of the conditions, requirements and/or obstacles that might impact the provision of services, request further information or visit the schools to be served. Failure to make such inquiry or receive an answer shall not relieve the successful Marketing Professional/Firm from the obligation to comply, in every detail, with all provisions and requirements of this RFP nor shall it be a basis for any claim whatsoever for alteration in any term or payment required by the Agreement.

If a Marketing Professional/Firm discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify GPPSS of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have received this RFP from GPPSS' Purchasing Department as well as being posted on the GPPSS website. The Marketing Professional/Firm is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in this RFP prior to submitting the Proposal or it shall be deemed waived.

1. Proposal must be signed by an officer of the Marketing Professional/Firm who is legally authorized to obligate the Marketing Professional/Firm to a contract.

2. All Proposals shall be a matter of public record subject to the provisions of Michigan law.
3. In the event the District and/or District building, is closed due to unforeseen circumstances on the day Proposals are due Proposals will be due at the same time on the next day that the GPPSS building is open.

G. Evaluation of Proposals and Award

1. All Marketing Professional/Firms, by submitting Proposals, agree that they have read and are familiar with all the terms and conditions of this RFP and will abide by the terms and conditions thereof.
2. GPPSS, at its sole discretion, shall determine whether particular Marketing Professional/Firms have the basic qualifications to conduct the desired service for GPPSS. In determining whether a Marketing Professional/Firm possess the qualifications to provide such services, GPPSS may consider, but not be limited to, the following:
 - (a) Marketing Professional/Firm's ability to meet the functional requirements of this RFP
 - (b) Marketing Professional/Firm's adherence to applicable laws, ordinances, etc. and industry standards
 - (c) Marketing Professional/Firm's commitment and experience in successfully performing similar agreements
 - (d) Marketing Professional/Firm's general reputation for performance and service;
 - (e) Marketing Professional/Firm's longevity of service (number of years) and previous experience;
 - (f) Years of continuous business;
 - (g) Marketing Professional/Firm's compliance to the schedule of events including participation in pre-proposal conference, RFP review meeting and walk through if applicable.
 - (h) Acceptability of Services to its previous customer.
 - (i) Overall Service quality
 - (j) Marketing Professional/Firm's general reputation for performance and service.
 - (k) Marketing Professional/Firm's financial condition
 - (l) Meets Michigan Department of Education definition of fiscally reasonable expenditure.
 - (m) Marketing Professional/Firm's willingness to comply with the proposed agreement with no objections.
 - (n) Value added Proposals
 - (o) Flexibility in migrating to newer technology – movement between services without termination charges. Consideration will be given to Marketing Professional/Firms that respond for multiple services.
3. Proposals will first be examined to eliminate those that are clearly non-responsive to stated requirements.
4. Award shall be made to the most responsible Marketing Professional/Firm whose Proposal is determined to be the most advantageous to GPPSS taking into consideration the terms and conditions set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between GPPSS and the Marketing Professional/Firm.
5. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.

6. The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Firm(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Firms. The School District reserves the right to select one or more Firms to perform the Services on behalf of the School District. In the event a Firm's Proposal is accepted by the School District and the Firm asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another Firm.
7. GPPSS reserves the right to request in writing clarifications or corrections to Proposals. Clarifications or corrections shall not alter the Marketing Professional/Firm's price contained in its Pricing Proposal.
8. GPPSS reserves the right to negotiate further with the successful Marketing Professional/Firm. The content of this RFP and the successful Marketing Professional/Firm's Proposal(s) will become an integral part of the contract, but may be modified by the provisions of the contract.
9. GPPSS has the right to use, as GPPSS determined to be appropriate and necessary, any information, documents, and anything else developed pursuant to this RFP, the Proposal and the contract.
10. Marketing Professional/Firms must submit Proposals that are complete, thorough and accurate. Brochures and other similar material may be attached to the Proposal.

H. PROPOSAL REQUIREMENTS AND FORM OF CONTRACT

Proposal Requirements. This outlines the information that must be provided by each Firm and the required format for its Proposal.

Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to other Sections of this RFP for additional Proposal requirements. Attached to this RFP is a form of contract under which the Services requested under this RFP shall be provided by the successful Firm (the "Contract" and referred to throughout the Contract as the "Agreement"). The Contract contains many details relative to the Services requested by the School District, the terms and conditions under which the Services shall be provided by the successful Firm, and should be reviewed carefully by each Firm prior to submitting a Proposal.

Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by a Firm MUST be specifically enumerated by the Firm and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or, in the Firm's opinion, are not applicable to, the Firm. The Firm shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Firm's Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Firm's Proposal.

Form of Contract. This is a Request for Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Firm(s) shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as Attachment #9. The Contract contains many details relative to the Services required under this RFP, as well as the terms and conditions under which the Services shall be provided by the successful Firm. The Contract should be reviewed carefully by each Firm prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Firm relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Firm and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Firm's opinion are not applicable to, the Firm, provided however, that exceptions or special conditions of the Firm will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the Final Contract. Following the selection of the successful Firm by the School District, the Contract will be finalized by the parties.

I. Indemnity, Release, Insurance and Security

1. Evidence of Marketing Professional/Firm Insurance Coverage

The Marketing Professional/Firm shall provide GPPSS at the time the Proposal is submitted, Certificates of Insurance and/or policies, acceptable to GPPSS, as listed below:

- Certificate of Liability Insurance (Attachment #5) properly executed. Individual certificates of insurance and/or policies may be required prior to Services commencing.

2. Insurance Requirements

During the performance and up to the date of final acceptance of the Services, the Marketing Professional/Firm must obtain and maintain insurance hereafter listed below:

- a) The Marketing Professional/Firm shall procure and maintain during the term of the Contract, Workers' Compensation Insurance, including Employers Liability Coverage at limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
- b) The Marketing Professional/Firm shall procure and maintain during the term of the Contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - 1) Contractual Liability;
 - 2) Products and Completed Operations;
 - 3) Per contract aggregate.
- c) The Marketing Professional/Firm shall procure and maintain during the term of the Contract, Motor Vehicle Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Grosse Pointe Public School System and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

3. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to Dr. Chris Stanley, Executive Director, Learning Technology & Strategic Relations, 20601 Morningside Dr., Grosse Pointe Woods, MI 48236"
4. If any of the above coverages expire during the term of the Contract, the Marketing Professional/Firm shall deliver renewal certificates and/or policies to GPPSS at least ten (10) days prior to the expiration date.
5. General Indemnification: Firm shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Firm's performance of the Contract and/or from Firm's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Firm, its officers, directors, employees, successors, assigns, contractors and agents; (ii) any breach of the terms of the Contract by the Firm, its officers, directors, employees, successors, assigns, contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Firm, its officers, directors, employees, successors, assigns, contractors and agents under the Contract. The Firm shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Grosse Pointe Public School System may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract and shall not be limited by the Firm's insurance obligations contained in this Contract.

J. Default and Termination

Each party shall have, in addition to all other remedies available to it, the right to terminate the Contract 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 party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, if the School District must regularly request that the Firm to cure breaches of the Contract, such circumstances shall be grounds for termination of the Contract for cause, even if each breach on its own would not be material.

Upon termination of the Contract by either party for breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of the Contract. Upon termination of the Contract, the Firm shall immediately provide the School District with any and all reports, information and documentation regarding the Services. In the event of termination, title to all reports, documentation or products paid for by the School District shall pass to the School District, and Firms shall deliver possession of said all reports, documentation, products, etc., to the School District.

K. Taxes

GPPSS is exempt from all federal, state and local taxes. GPPSS shall not be responsible for any taxes that are imposed on the Marketing Professional/Firm. Furthermore, the Marketing Professional/Firm understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to GPPSS.

II. GPPSS SPECIFICATIONS

A. Requirements

GPPSS is seeking a highly experienced professional marketing/branding firm with a demonstrated background in planning, researching and launching effective K-12 branding campaigns to work collaboratively with GPPSS leadership, the GPPSS Board of Education and the GPPSS Brand Subcommittee to research, plan, develop, and present an effective brand brief that includes the following::

Please initial each specification to confirm your firm's understanding of GPPSS' requirement. You may provide additional information for each specification (as instructed) in Section 2.0 of your Proposal

Section	Specification	Initial
1.1	Research Methodology, including a deep review of historical and current documents, competitive analysis, quantitative, qualitative, key competitors, target audiences, etc.	
1.2	GPPSS Brand Identity, including brand promise options, brand positioning, key messaging, identity guidelines book, supporting overall design look and feel, brand personas, and a list of effective recommendations for improving Districtwide marketing communications (new website, new logo to complement District seal and handle the heavy lifting, etc.)	
1.3	Design of a comprehensive marketing communications strategy during the 2023-24 academic year and beyond based on the new brand.	
1.4	An overview of company/firm, description of your team and team members, percentage of time each would be working on this Project, and highlights of relevant school District campaign work completed and measurable results (if known).	
1.5	Approach and methodology overview that consists of a detailed and comprehensive description of the requested services proposed in response to this RFP.	
1.6	A detailed implementation plan with projected start	

	and end dates of completion for each task from delivery of service to GPPSS. List any required resources or expectations needed in order to meet the proposed timeline.	
1.7	Key areas and elements of risk based on prior experience and shall describe strategies to identify and mitigate such risk early in the process.	
1.8	An alternative or adjustments to the methodology outlined in the Scope of Services and clearly label them "alternative approach," which may be considered at the sole discretion of GPPSS. NOTE: Proposer must ensure if an alternative approach is provided that it is in addition to the required Proposal Response to all other requirements in this RFP. Failure by the firm to only provide an alternative approach may result in the Proposal being deemed non-responsive.	
1.9	A list of any required school District resources or expectations needed in order to meet the proposed timeline. As part of this response, please clearly articulate how the firm would work with the GPPSS Brand Subcommittee.	
1.10	Key metrics to use to measure performance in delivering services of the type and kind required in this RFP.	
1.11	Explanation of how you will measure and monitor stakeholder satisfaction; describe the method used, frequency, and how results should be reported	
1.12	Lessons learned from previous clients for services of the type and kind required in this RFP that were not successful and what steps your firm has taken to effectively identify and mitigate them from recurring.	
1.13	The capability and successful past performance of the firm with respect to producing high-quality services, maintaining good working relations for services of the required in this RFP.	
1.14	A list of all prior K-12 District branding or marketing communication engagements in the last three years that were terminated early and a clear explanation why.	
1.15	Your vision for a mutually successful engagement and relationship with GPPSS administrative and Board of	

	Education leaders and the GPPSS Brand Subcommittee.	
1.16	A brand brief as outlined above, including effective brand tagline options, key messages, methodology, recommendations, brand personas, and visual assets.	
1.17	Recommendations for a year-long effective District marketing campaign in alignment with and support of the new brand, brand goals, and brand measurable objectives.	
1.18	Train and coach District leaders, teachers, students, parents, staff and others how to effectively use the new brand.	
1.19	Develop a dashboard of marketing metrics to measure the impact and effectiveness of the new brand campaign.	

III. ATTACHMENTS

Attachment #1	Proposal Form
Attachment #2	Pricing Proposal
Attachment #3	Statement of Qualifications
Attachment #4	Iran Economics Sanction Act - MUST BE NOTARIZED
Attachment #5	Certificate of Liability Insurance
Attachment #6	Contract For Branding/Marketing Services

PROPOSAL FORM

***This form must be returned, properly executed.
Please use this page as a cover sheet for your Proposal.***

In compliance with the Request for a Proposal made by GPPSS, the undersigned proposes to furnish and deliver all Services in accordance with the terms of RFP and Marketing Firm's Proposal. The undersigned also asserts that:

- This Proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a Proposal for the same services, and is in all respects fair and without collusion or fraud.
- No member of the Board of Education of the Grosse Pointe Public School System (GPPSS) nor any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this Proposal or in the Services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said firm clearly understands that GPPSS will be the sole judge in determining the quality of Services as being equal to or in compliance with the descriptions set forth in this RFP.

The Firm acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals, to waive informalities and irregularities therein, and to award the Contract to other than the Firm(s) submitting the best financial Proposal (low bidder) and to award the Contract to one (1) or more Firm in the School District's sole and absolute discretion.

If award is made to our Firm based upon our Proposal, we agree to enter into the attached form of Contract with the School District to furnish the Services in strict accordance with this Request For Proposal, the Contract and our Proposal.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this Request For Proposal and the Contract, unless specifically enumerated as an exception as part of our Proposal.

I hereby certify that I am authorized to sign as a Representative for the Firm.

Firm: _____

Name: _____

Signature of above: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

Date: _____

Are you a small business? Yes _____ No _____

ATTACHMENT #2

MARKETING PROFESSIONAL/FIRM PRICING PROPOSAL

Additional pages may be added as needed to propose alternative solutions

Marketing Professional/Firm: _____

Contact: _____

Address: _____

Phone Number: _____

Fax Number: _____

Marketing Professional/Firm website: _____

Marketing Professional/Firm email: _____

Description	Hours	Price

Signature: _____

Date: _____

Print Name: _____

Title: _____

MARKETING PROFESSIONAL/FIRM STATEMENT OF QUALIFICATIONS

Number of years in business: _____

Company's financial rating: Duns or Bank reference (i.e., name and address of bank where company's commercial account is located):

List 3 current or recent **EDUCATIONAL(Preferably K12 within the last three years)** clients for reference purposes.

Client Data	Description and Date of Service
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT**Michigan Public Act No. 517 of 2012**

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the Grosse Pointe Public School District's Request For Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the Waterford School District as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Grosse Pointe Public School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for Proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

Name of Company

Name and Title of Authorized Representative

Signature

Date

STATE OF _____)

)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____.

_____, Notary Public
_____ County, _____ Commission Expires: _____ Acting in the County of : _____

ATTACHMENT #5

COPY CERTIFICATE OF LIABILITY INSURANCE FROM DOCUMENT

CONTRACT FOR BRANDING/MARKETING SERVICES

THIS CONTRACT FOR BRANDING/MARKETING SERVICES ("Contract") is made on _____, 202__ ("Effective Date"), between **GROSSE POINTE PUBLIC SCHOOL SYSTEM**, a Michigan general powers school district ("School District"), whose address is 20601 Morningside Drive, Grosse Pointe Woods, Michigan 48236 and _____, a _____ ("Firm"), whose address is _____. The School District and Firm may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The School District issued a Request For Proposal For Branding Services dated _____, 2023 as amended by [INSERT ADDENDA BY NAME AND DATE HERE] (collectively the "RFP"), the purpose of which was to solicit proposals from qualified firms to furnish to the School District all Branding/Marketing Services required identified in the RFP in accordance with the terms and conditions contained in the RFP and the Requirements attached thereto (the "Services").

B. In response to the RFP, the Firm submitted to the School District a Proposal dated _____, to perform the Services contemplated by the RFP.

C. The Parties have, in accordance with the provisions of the RFP, conducted interviews/negotiations concerning the Firm's Proposal to the RFP. The Firm's Proposal together with written clarifications of the Parties, if any, are attached hereto, incorporated herein by reference and marked as **Exhibit A** (collectively referred to as the "Proposal"). Any terms and conditions proposed by Firm as part of its Proposal are not a part of this Contract unless specifically accepted by the school District in writing.

D. Pursuant to the terms of the RFP, the Firm is required to enter into a written contract in accordance with the School District's written acceptance of its Proposal.

E. The Parties agree that certain terms, conditions and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. **RESTATEMENT CONSTITUTES THE CONTRACT**

(a) **Incorporation By Reference.** The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFP, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or the Proposal.

(b) Order of Precedence. The Contract Documents, which are all incorporated herein by reference, include the following:

1. This Contract, including all Exhibits hereto;
2. The RFP, including the Requirements attached thereto; and
3. Firm's Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Firm's Proposal are not expressly accepted by the School District in writing and incorporated into this Contract.

2. TERM AND TERMINATION

(a) This Contract shall commence on the Effective Date and all Services hereunder shall be completed no later than _____, 202____, and shall be in compliance with the Milestone Schedule attached hereto as **Exhibit B**.

(b) Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract immediately upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Firm to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. If this Contract is terminated by the School District after said ten (10) day cure period, due to Firm's failure to substantially perform in accordance with the terms of this Contract, Firm shall receive no fees or reimbursable expenses other than those due for Services actually rendered, without negligence, prior to the date of termination. Notwithstanding the foregoing, if any actions or inactions of Firm, its employees, contractors, subcontractors or agents, pose a serious or imminent threat to the health and safety of any person, the School District may terminate this Contract immediately if such default is not cured by Firm within twenty-four (24) hours of Firm's receipt of written notice of such default.

(c) Upon termination of this Contract by the School District for breach or default of the Firm pursuant to this Paragraph, the School District shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Contract or to recover damages for the breach of this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Firm under this Contract shall cease. If this Contract is terminated for cause and not cured by the Firm as provided for above, the Firm shall not be entitled to receive any further payment until final completion of the Services and determination of the sums due and owing Firm, if any. If the unpaid balance of the Contract amount exceeds all costs to the School District of completing the Services, including increased costs resulting from Firm's default, then the Firm shall be paid for all Services performed by the Firm to the date of termination, but in no case shall the amount paid to the Firm cause the Contract amount to be exceeded. If the costs to the School District of completing the Services exceed such unpaid balance, the Firm shall pay the difference, plus interest, to the School District within thirty (30) days after the School District's demand. The costs to the School District of completing the Services shall include (but only to the extent caused or exacerbated by the Firm's default) the cost of any additional branding/marketing, legal, managerial, and administrative services required, any costs incurred in retaining another firm or other subcontractors, any additional interest or fees which the School District incurs or must pay by reason of a delay in completion of the Services, attorneys' fees and expenses, and any other damages, costs, and

expenses the School District may incur by reason of completing the Services. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Firm for any incidental or consequential damages or lost profits, or costs incurred for Services not actually performed.

(d) Notwithstanding anything contained herein to the contrary, the School District may terminate this Contract, or any portion hereof, at any time and for any reason or no reason at all upon written notice to the Firm, without incurring any penalty, expense of liability to Firm. In the event of a termination for convenience, the School District's sole responsibility shall be to pay the Firm in accordance with Paragraph 6 for Services performed and accepted prior to the date of termination, without waiver of damages, if any, flowing from Firm's acts, errors, or omissions.

3. WARRANTY

Firm warrants and represents that its professional Services shall be performed be in a safe and workman like manner and in accordance with all applicable federal, state, and local laws and regulations including any licensing and permitting requirements, applicable to providing the Services hereunder. Firm warrants that its Services will be in compliance with this Contract Documents. Firm shall perform all Services in accordance with the standard of professional skill and care exercised by other branding/marketing firms performing similar services under similar circumstances. Firm warrants and represents that it shall provide School District with written reports containing professional conclusions and recommendations.

4. INSURANCE

The Firm shall maintain, at its sole cost and expense, during the term of this Contract the minimum insurance amount specified in the RFP (See Firm's Certificate of Insurance(s) attached hereto as **Exhibit C**).

5. INDEMNIFICATION

(a) General Indemnification: Firm shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Firm's performance of the Contract and/or from Firm's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Firm, its officers, directors, employees, successors, assigns, contractors and agents; (ii) any breach of the terms of the Contract by the Firm, its officers, directors, employees, successors, assigns, contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Firm, its officers, directors, employees, successors, assigns, contractors and agents under the Contract. The Firm shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Grosse Pointe Public School System may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract and shall not be limited by the Firm's insurance obligations contained in this Contract.

(b) Compliance With Laws: Firm shall comply with any and all applicable federal, state and local laws, rules, regulations and ordinances relating the performance of its Services for, and completion of, its Services. Firm shall comply with all applicable requirements of the state and federal occupational safety and health laws (OSHA and MIOSHA). Firm shall obtain and pay for all necessary permits and licenses pertaining strictly to its work not already obtained by School District and shall comply with all county, city, state and federal laws and regulations relating to any such permits.

6. Compensation

Based upon the School District's RFP and the Firm's Proposal, the School District shall pay the Firm for its Services as follows:

A total Not-To-Exceed amount of _____ and 00/100 Dollars (\$_____), which includes any and all reimbursable expenses, and is broken out as follows:

7. MISCELLANEOUS

(a) Notices. All notices hereunder shall be in writing and shall be effective when sent by facsimile or electronic mail (provided, however, that any notice which could materially affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as DHL or Federal Express, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four (4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Firm:

Attention: _____

If to the School District: Grosse Pointe Public School System
20601 Morningside Dr.
Grosse Pointe Woods, Michigan 48230
Attention: Dr. Chris Stanley

(b) Assignment. This Contract and any other 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, which consent shall not be unreasonably withheld, and any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

(c) Severability. If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract 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.

(d) Independent Contractor; No Joint Venture. It is expressly agreed that Firm is acting hereunder as an independent contractor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as

authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

(e) Modifications. No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.

(f) Captions. The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provisions of this Contract.

(g) Change Orders. Neither the scope of the Services nor this Contract amount may be modified or changed unless upon the written consent of the School District.

(h) Limitation of Liability. Firm hereby assumes the entire liability for any and all damage or injury of any kind or nature whatever to all persons, whether employees or otherwise, and to all property, resulting from the performance of the Services and agrees to indemnify the School District from and against such loss and expense, in connection with the performance of the Services, provided however, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING FROM THIS CONTRACT OR THE SERVICES.

(i) Limitation on School District's Responsibility. School District shall not, under any circumstances, be liable for or have control over the means, methods, techniques, sequences or procedures, in connection with the Services, and these are solely the responsibility of Firm. School District shall not be responsible for Firm's failure to carry out the Services in accordance with the Contract Documents. School District shall not be responsible for the acts or omissions of Firm, or any of its employees, agents, or subconsultants.

(j) Taxes. Grosse Pointe Public School System is exempt from taxes. Firm is responsible for sales taxes and any other applicable taxes related to the Services provided under this Contract.

(k) Governing Law. This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Wayne County, Michigan.

(l) Entire Agreement. This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supersedes all previous agreements, whether written or oral.

The undersigned Parties have caused this Contract to be duly executed on the dates indicated below.

FIRM:

SCHOOL DISTRICT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

**FIRM'S PROPOSAL AND WRITTEN
CLARIFICATIONS**

EXHIBIT B

MILESTONE SCHEDULE

