KEY CONTRACT TERMS

For

Master Agreement WRESA-03092023-651-01

Contract Between:	Wayne RESA and Tel Systems
Contract Purpose:	Audio and Video Equipment for Conference Rooms
Contract Number:	WRESA-03092023-651-01
RFP Number:	WRESA-03092023-651-01
Contractor Name:	Thalner Electric Labs, Inc. / dba Tel Systems
Contractor Address:	7235 Jackson Road Ann Arbor, MI 48103
Contractor Telephone:	734-761-4506
Contract Administrator:	Wayne RESA Designee
Base Contract Years:	July 1, 2023 – May 31, 2026
Option Years:	Two (2) additional, one (1) year periods.
Pricing:	Refer to Proposal Attachment 2
Ordering Options:	Phone or Email
Payment Options:	Purchase Order or Direct Voucher
Miscellaneous Information:	THIS AGREEMENT IS EXTENDED TO AUTHORIZED COPRO+ MEMBERS

Wayne Regional Educational Service Agency Master Agreement

This Master Service Agreement (the "Agreement") is entered into as of July 1, 2023 ("Effective Date") by and between Wayne Regional Educational Service Agency ("WRESA") located at 33500 Van Born Road, Wayne, Michigan 48184 and Thalner Electric Labs, Inc. / dba Tel Systems ("Supplier"), located at 7235 Jackson Road, Ann Arbor, MI 48103. Collectively, WRESA and Supplier will be known as the "Parties" and individual as a "Party".

WHEREAS, WRESA wishers to engage Supplier to provide certain services as described in Section 2 of this Agreement ("Services");

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Services**

During the Term of this Agreement, the Supplier shall upgrade conference room audio and video equipment at WRESA's Education Center, Burger Baylor and Annex.

The replacement AV equipment and infrastructure will enable the conference rooms to function in multiple virtual meeting room environments. Audience and presenter cameras will be installed with a multi-viewer to allow for all attendees present to be in the video session. Ceiling microphones will allow for ambient pick up of all participants in the room(s). The updated microphones will increase the reliability due to the higher frequencies that the modern equipment will utilize. New displays (large format monitors and projectors) will also be installed.

WCREASA has designated the following individual(s) as official approvers on its behalf:

Name	Title	Phone	Email Address
Robert Burke	Executive Director - Operations & Technology	(734) 334-1433	BurkeR@resa.net

2. **Supplier Responsibilities**

Supplier has designated the following individual(s) as official approvers on its behalf:

Name	Title	Phone	Email Address
Ron Ruth	Account Manager	734-761-4506 Ext: 350	rruth@thalner.com

During the Term of this Agreement, Supplier agrees to timely furnish services, materials, information, resources and feedback as reasonably requested by WRESA. Supplier's failure to do so may affect the terms, including without limitation, the payments for Services.

The Supplier will provide upgraded Audio Video equipment for the following locations at Wayne RESA:

1. Room 223 – Conference Room

2. Room 250 A/B/C – Multipurpose combinable conference room
3. Boyd's Auditorium - 100 seat auditorium

Please refer to Attachment 2 of the awarded Proposal for a comprehensive breakdown of the A/V Equipment categorized by room. Final quantities will be specified by WRESA in the Purchase Order. WRESA retains the right to amend Attachment 2 by mutually agreeing upon the addition of extra equipment and services.

3. Compensation

WRESA's fees for the Services during the Initial Term are outlined in Attachment 2 of the awarded Proposal:

4. Invoicing

The invoice must detail the Services performed, the dates the Services were completed and shall detail expenses apart from the Supplier Fees. Any discounts, rebates or other credits and the basis and calculation for each should also be included. Supplier must submit to WRESA all invoices related to this Agreement within ninety (90) days from the date that services are rendered. WRESA is not obligated to pay any invoices submitted after this time frame.

5. Payment Terms

Payment will be made within thirty (30) days after WRESA's receipt of an invoice from Supplier.

Federal funds may be used to pay for all or part of the Services. These terms and conditions are dictated by the funding agency. WRESA must comply by ensuring that the Supplier understands and can abide by the funding agency requirements and as such, this service is subject to the terms and conditions dictated by the funding agency. The cited references carry the same force and effect as if given in full text. All references to granting agency in the regulations cited are understood to refer to WRESA; all references to grantee or recipient are understood to refer to Supplier

TEL Systems will invoice monthly for stored material.

6. Taxes

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

7. Term

The term of this Agreement shall be July 1, 2023 to June 30, 2026 (the "Initial Term"). The Initial Term will be known as the "Term". This contract includes two (2) optional one-year renewals if mutually agreeable.

8. Relationship of the Parties

The parties are Independent Contractors and no other relationship is intended, including without limitation a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant or other special relationship. Neither Party shall act in a manner which binds the other party or expresses or implies a relationship other than that of Independent Contractor.

9. Confidentiality

a. The Parties may receive, or have already received, Confidential Information from one another in connection with this Agreement.

b. "Confidential Information" means any information (i) that is valuable to disclosing Party and its business, (ii) that is marked with the word “Confidential” if in a form which permits such marking or, if disclosed orally, is followed by written confirmation to the receiving Party within thirty (30) days of disclosure, and (iii) that is not generally known by the public, including without limitation, any technical or non-technical information, without regard to form, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

c. The term "Confidential Information" as used herein does not include any information that is (i) already known to the public or the receiving Party prior to disclosure by the disclosing Party, or (ii) subsequently made known to the public without any violation of this Agreement, or (iii) rightfully received by the receiving Party from a third party without similar restriction and without breach of this Agreement, or (iv) independently developed by the receiving Party without breach of this Agreement.

d. The receiving Party (i) shall hold disclosing Party’s Confidential Information in strict confidence, and (ii) may not disclose such information, in whole or in part, without the prior written consent of the disclosing Party, except as provided in [e] below.

e. The receiving Party may disclose the disclosing Party’s Confidential Information (i) as required by law, or (ii) to the receiving Party’s partners, agents, employees and other authorized representatives (collectively, the “Representatives”) who need to know such information in connection with the receiving Party’s provision of Services or other obligations under this Agreement. The receiving Party agrees to inform their Representatives of the nature of the Confidential Information and to require the Representatives to keep such information confidential.

f. The receiving Party may destroy the disclosing Party’s Confidential Information upon (i) termination of this Agreement, or (ii) receipt of written permission from the disclosing Party.

10. Compliance with Laws

Each Party agrees to comply with all applicable laws in the performance of this Agreement.

11. Warranties and Warranty Disclaimer

Supplier warrants that all Services will be performed in a professional and workmanlike manner in accordance with industry standards.

12. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, WRESA'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNT EQUAL TO SIX MONTHS WORTH OF FEES PAID UNDER THIS AGREEMENT.

13. Indemnification and Hold Harmless

The Supplier shall indemnify and hold harmless WRESA, its officers, agents, and employees from:

a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Supplier, its officers,

employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

c. WRESA will not indemnify, defend or hold harmless in any fashion the Supplier from any claims arising from any failure on the part of the Supplier, its employees or suppliers, regardless of any language in any attachment or other document that the Supplier may provide.

d. The Supplier shall reimburse WRESA any expenses incurred as a result of the Supplier's failure to fulfill any obligation in a professional and timely manner under the Agreement.

14. Insurance

The Supplier must, at Supplier's expense, procure and maintain during the life of this contract insurance hereafter as listed below:

a. Workers' Compensation Insurance, including Employers Liability Coverage, at limits of $100,000 per occurrence/$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.

b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1 million per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
   i. Contractual Liability;
   ii. Products and Completed Operations;
   iii. Per contract aggregate.

c. Automobile Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than $1 million 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: Wayne County Regional Educational Service Agency, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

e. 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.

f. Workers' Compensation Insurance, Commercial General Liability Insurance and Automobile 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 WRESA Purchasing Consultant, 33500 Van Born Road, Wayne, MI 48184."

g. If any of the above coverages expire during the term of this contract, the Supplier shall deliver renewal certificates and/or policies to WRESA at least ten (10) days prior to the expiration date.

15. Default and Termination

a. In the event the Supplier shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, WRESA may notify the Supplier of such default in writing.

b. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Supplier as the manager or, in the case of notice by the Supplier, the Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Supplier in the proposal, or the address for WRESA in the case of notice by the Supplier.

c. Failure on the part of WRESA to notify the Supplier of default shall not be deemed a waiver by WRESA of WRESA's rights on default of the Supplier and notice at a subsequent time will have the same effect as if promptly made.

d. Upon receipt of notice of default from WRESA, the Supplier shall immediately correct such default. In the event the Supplier fails to correct the default to the satisfaction of WRESA, WRESA shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Supplier of any liability to WRESA for damages sustained by virtue of any default by the Supplier.

e. The Supplier agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event WRESA prevails, the Supplier shall pay all expenses of such action including WRESA's attorney fees and costs at all stages of the litigation.

f. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.

g. Termination of the Agreement by WRESA upon default by the Supplier shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Supplier, and the bonds shall so specify.

16. Miscellaneous

a. Governing Law: This Agreement will be governed by the laws of the State of Michigan. The parties agree that the Wayne County Circuit Court will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.

b. Use of Names and Trademarks: Except for acknowledging the existence of this Agreement, nothing in this Agreement confers any right to use any name, trade name, trademark, or other designation of either party to this Agreement in advertising, publicity, or other promotional activities. However, either party may use the other party's name, trade name, trademark or other designation with the prior written approval of the other party.

c. Notices: All notices, requests and demands given to or made upon the Parties will be in e-mail or in writing and will be mailed properly addressed, postage prepaid, registered or

certified, or personally delivered to either Party at the address listed below or to such other addresses as either Party may designate in writing. Such notice will be deemed received by the close of business on the date shown on the certified or registered mail receipt, or when it is actually received, whichever is sooner.

To	Contact
WRESA:	Wayne RESA (WRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: Robert Burke BurkeR@resa.net
Copy to WRESA:	Wayne RESA (WRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: Rob McCoy McCoyR@resa.net
Supplier:	Tel Systems 7235 Jackson Road Ann Arbor, MI 48103 Attn: Ron Ruth rruth@thalner.com

d. Severability: If any provision of the Agreement will be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.

e. Waiver: No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented.

f. Counterparts: Delivery by Facsimile or Email: This Agreement may be executed in one or more counterparts, all of which, taken together, will constitute one instrument. Any signature page delivered via facsimile or email will be binding to the same extent as an original signature page.

g. Integration Clause: This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties hereto, pertaining to such subject matter. No amendment, supplements, modification or waiver of this Agreement will be binding unless it is set forth in a written document signed by the Parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties hereto.

h. Force Majeure: No Party hereto shall be required to perform any obligation hereunder that is directly or indirectly prevented by delays of vendors or supplies, strikes, lockouts, fires, labor disputes, floods, accidents, war, orders or decrees of any court or other governmental authority, or any other causes whatsoever beyond the reasonable control of such Party, and the time for performance thereof will be extended by the number of days such performance is so prevented; provided, however, that the Party so prevented from performing will use its reasonable best efforts to remedy the cause or causes preventing it from performing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of this date first set forth above.

SUPPLIER: Thalner Electric Labs, Inc. / dba Tel Systems		**WRESA: Wayne Regional Educational Service Agency**	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	Rob McCoy
Title:	_____	Title:	Executive Director of Operations...
Date of Signature:	_____	Date of Signature:	_____