

**CITY UNIVERSITY SCHOOLS
REQUEST FOR PROPOSAL (RFP)
FOR
BUILDING TECHNICAL/COMPUTER SERVICES**

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GENERAL INFORMATION

PURPOSE

City University Schools (SCHOOL) requests qualified computer technical (CONTRACTOR) to submit a Request For Proposal (RFP) for computer tech services at City University Schools' site, a 138,000 sq. ft. facility located in Whitehaven at 1475 East Shelby Drive, Memphis, TN 38116, currently consisting of two (2) middle schools and two (2) high schools.

BACKGROUND

The SCHOOL is entering into its fifteenth year of operation as a public charter school, and has relocated from South Memphis to Whitehaven due to its need of more space to meet the needs of increased scholar enrollment and the enlargement of faculty, administrative staff, and support staff. One of the most important needs for the new space is the production and maintenance of an exceptional level of cleanliness.

Computer Technical Services will be performed during the SCHOOL's scheduled academic year, summer preparation for opening for fall semester and additional dates as needed. As a result, it is critical that the CONTRACTOR be flexible in terms of scheduling both specific days and hours during the day to accommodate school activities, testing and scheduling.

SCHOOL GUIDELINES AND EXPECTATIONS

Submission of Proposals

Proposals are due on **June 26, 2020 by Noon**

Faxed proposals will not be accepted, no exceptions.

The SCHOOL reserves the right to reject any and all proposals.

Award of Contract

The CONTRACTOR will be required to prepare and submit a proposal as requested in this RFP for the SCHOOL's review. Upon evaluation of Proposals and Board Approval of the most qualified CONTRACTOR, the SCHOOL will enter into contract negotiations with the CONTRACTOR. The selected CONTRACTOR will become the Tech Company for the SCHOOL. Upon the SCHOOL's review, the SCHOOL may, at its sole discretion, issue a Notice to Proceed for the tech services authorizing the CONTRACTOR to provide services as described in the Contract Documents and project specific requirements. The CONTRACTOR shall immediately proceed to provide services in accordance with the provisions of the Contract and all terms and conditions.

The SCHOOL has included a sample copy of its standard Agreement as **Exhibit B** for information only.

The final work scope and deliverables schedule is subject to negotiation between the SCHOOL and the CONTRACTOR it selects to provide tech/computer services.

The SCHOOL may elect, at any time, to amend any contract awarded under this RFP to require the selected CONTRACTOR to provide additional services. In such a case, the selected CONTRACTOR and the SCHOOL shall mutually agree on the scope and fees associated with any additional services.

The SCHOOL reserves the right to contract for tech/computer services in a manner that is most beneficial to the SCHOOL.

Coordination of Services

The CONTRACTOR will coordinate all tech services directly with Mrs. Felicia Hartsfield.

Requests for Information/Clarification

All requests for clarification or interpretation must be submitted via a Request For Information (RFI) Email to Mrs. Felicia Hartsfield, Vice President and Chief Operating Officer (fhartsfield@influence1.org).

The SCHOOL prohibits CONTRACTORS from communicating with SCHOOL Board Members or staff. If a CONTRACTOR communicates with SCHOOL Board Members or staff, the CONTRACTOR will be disqualified except as noted in the paragraph above.

The SCHOOL requires the CONTRACTOR to include in their proposal a financial interest certification stating that no member of the team has had any financial interest or business relationship with the SCHOOL board members or staff. By submitting this certification, the CONTRACTOR agrees to the posting of this information to the public through the proposal.

Refer to **Exhibit C**.

SCOPE OF SERVICES

The CONTRACTOR will provide the management, supervision, manpower, and all supplies necessary to provide exceptional tech/computer services for the SCHOOL.

Refer to **Exhibit D and E** for a detailed scope of work and special conditions to be incorporated into the Master Agreement.

FIRM EXPERIENCE, BACKGROUND AND REFERENCES

All firms submitting a proposal must have a minimum of four (4) years experience providing tech/computer services to schools or other public agencies. The firm must provide an introduction letter and brief overview of the firm, as well as, its qualifications and experience with projects similar to those described in the RFP.

The SCHOOL also requests the names, addresses, contact persons, phone numbers and project names. The CONTRACTOR will submit a minimum of three (3) Schools or Public Agencies for which the CONTRACTOR has provided similar services in the past two (2) years. Reference information must be submitted on **Exhibit F**. Additional sheets may be copied and submitted as additional information.

CONTRACTOR QUALIFICATIONS (EXHIBIT I)**FORMS/DOCUMENTS REQUIRED FOR SUBMISSION**

In response to this RFP, the following list of forms and documents are required for submission:

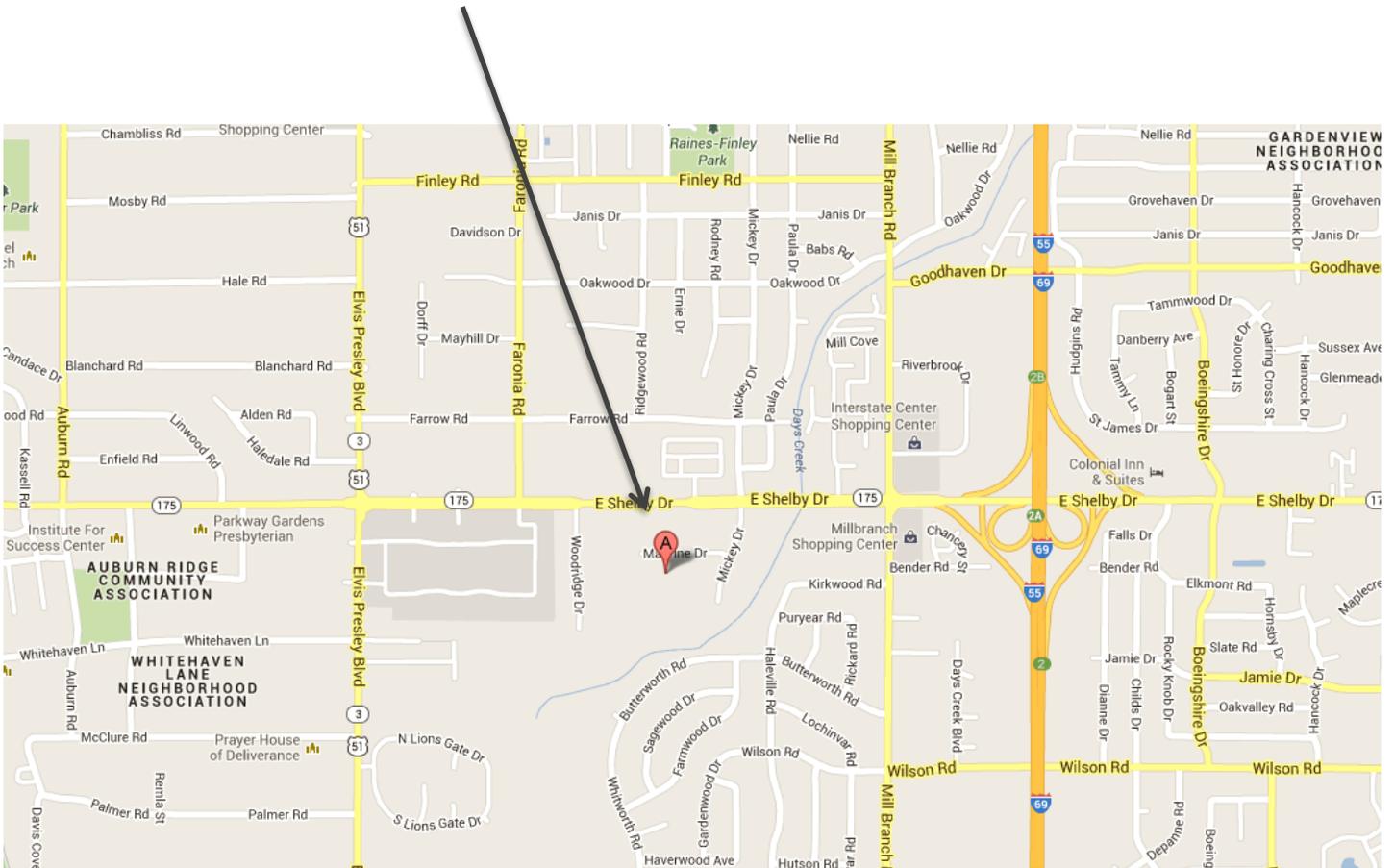
- Two (2) page maximum introduction letter and firm overview
- Exhibit C
- Exhibit F
- Exhibit G
- Exhibit H

END OF GENERAL INFORMATION SECTION

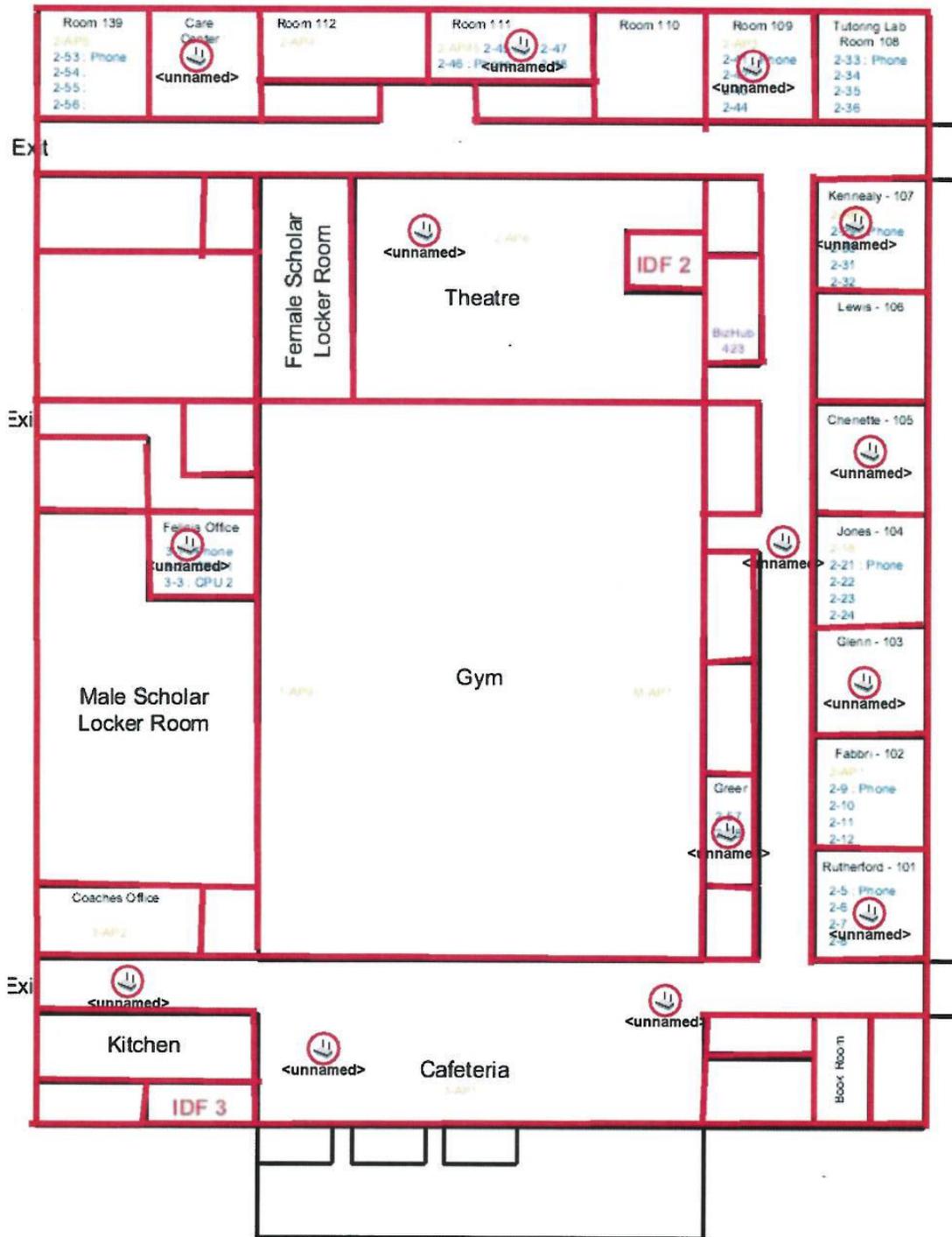
EXHIBIT A

PROJECT MAP & BUILDING BLUEPRINTS

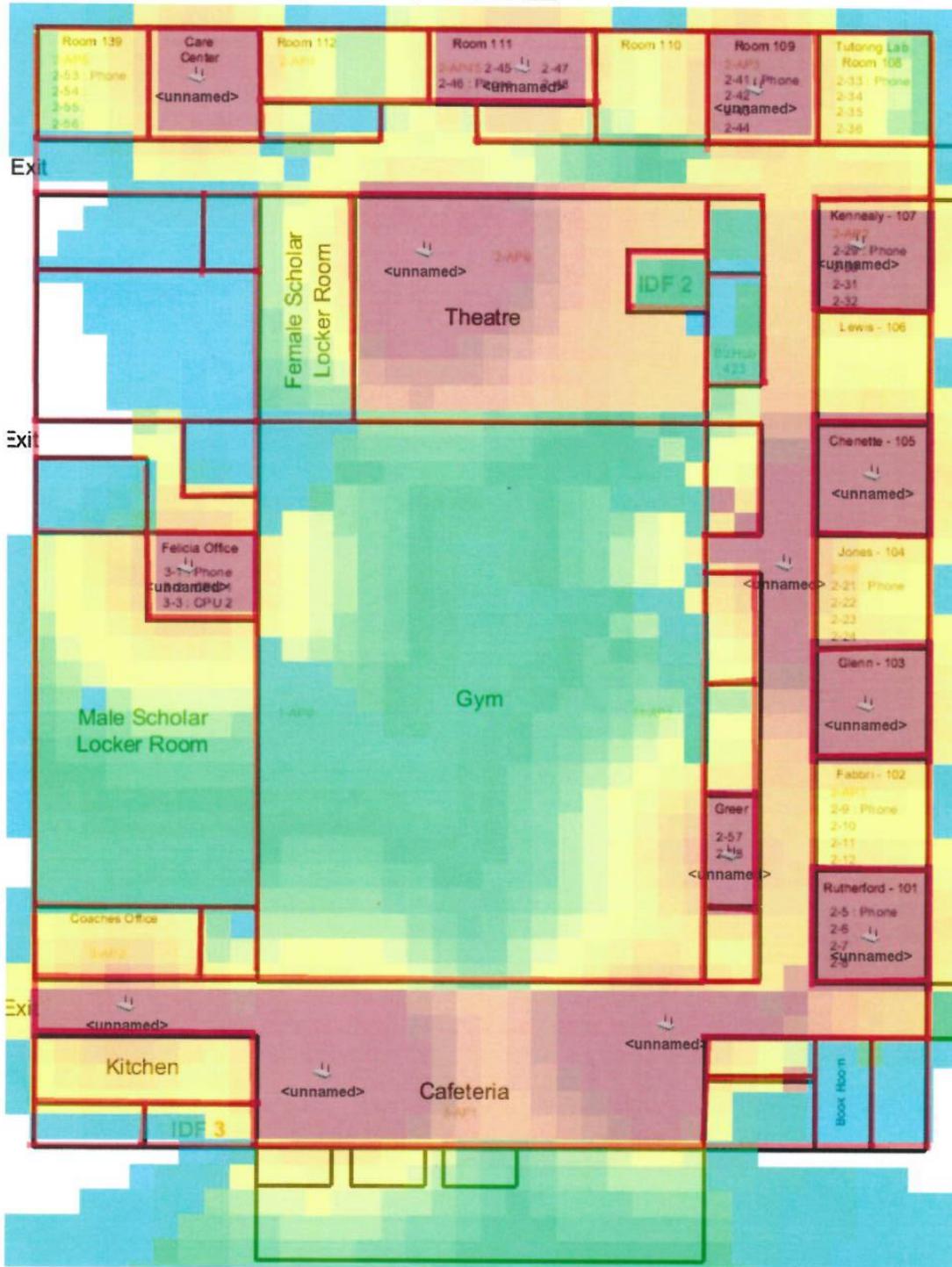
City University Schools
1475 E Shelby Dr.
Memphis, TN 38116



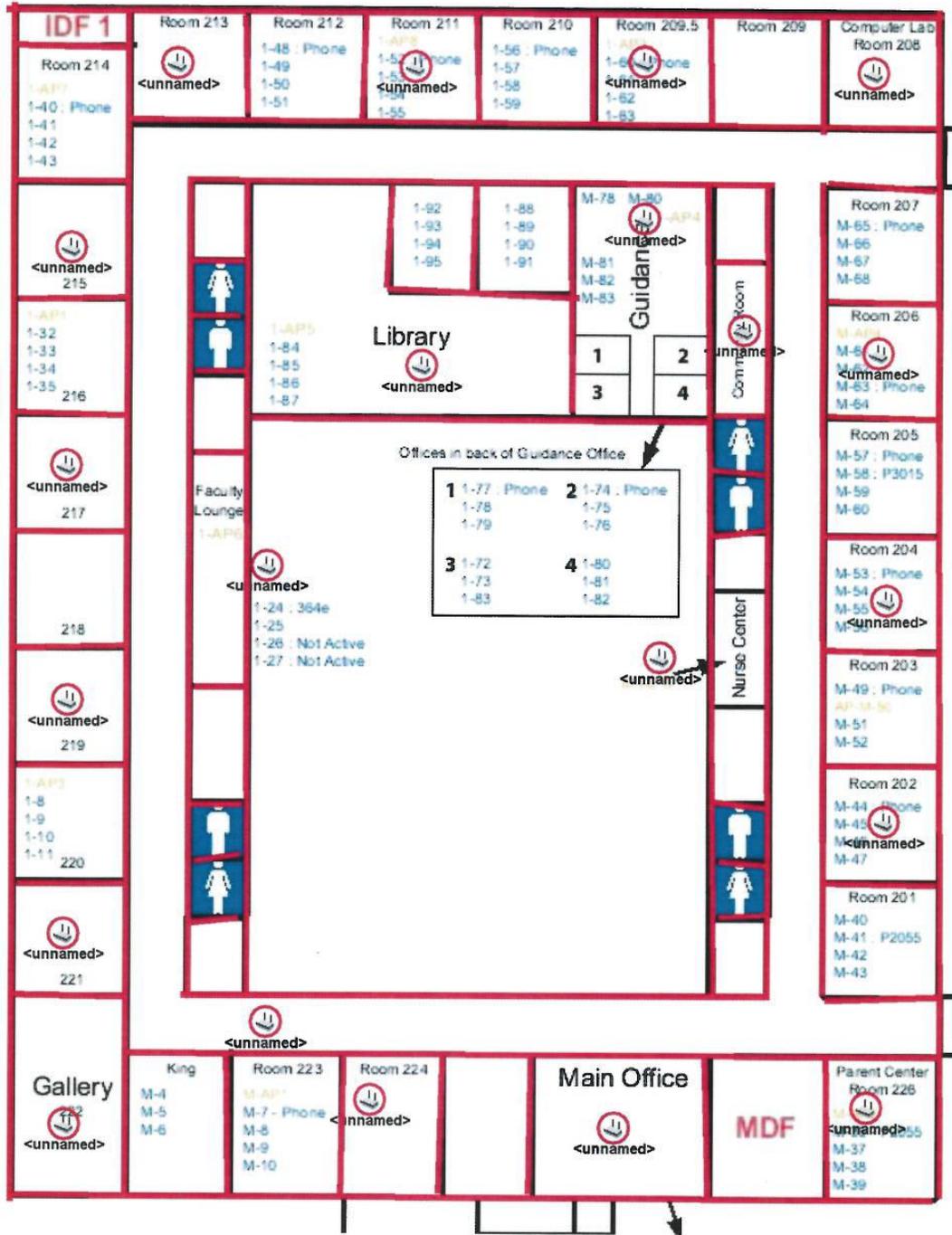
Floor Plan Only View



Heat Map View



Floor Plan Only View



Heat Map View

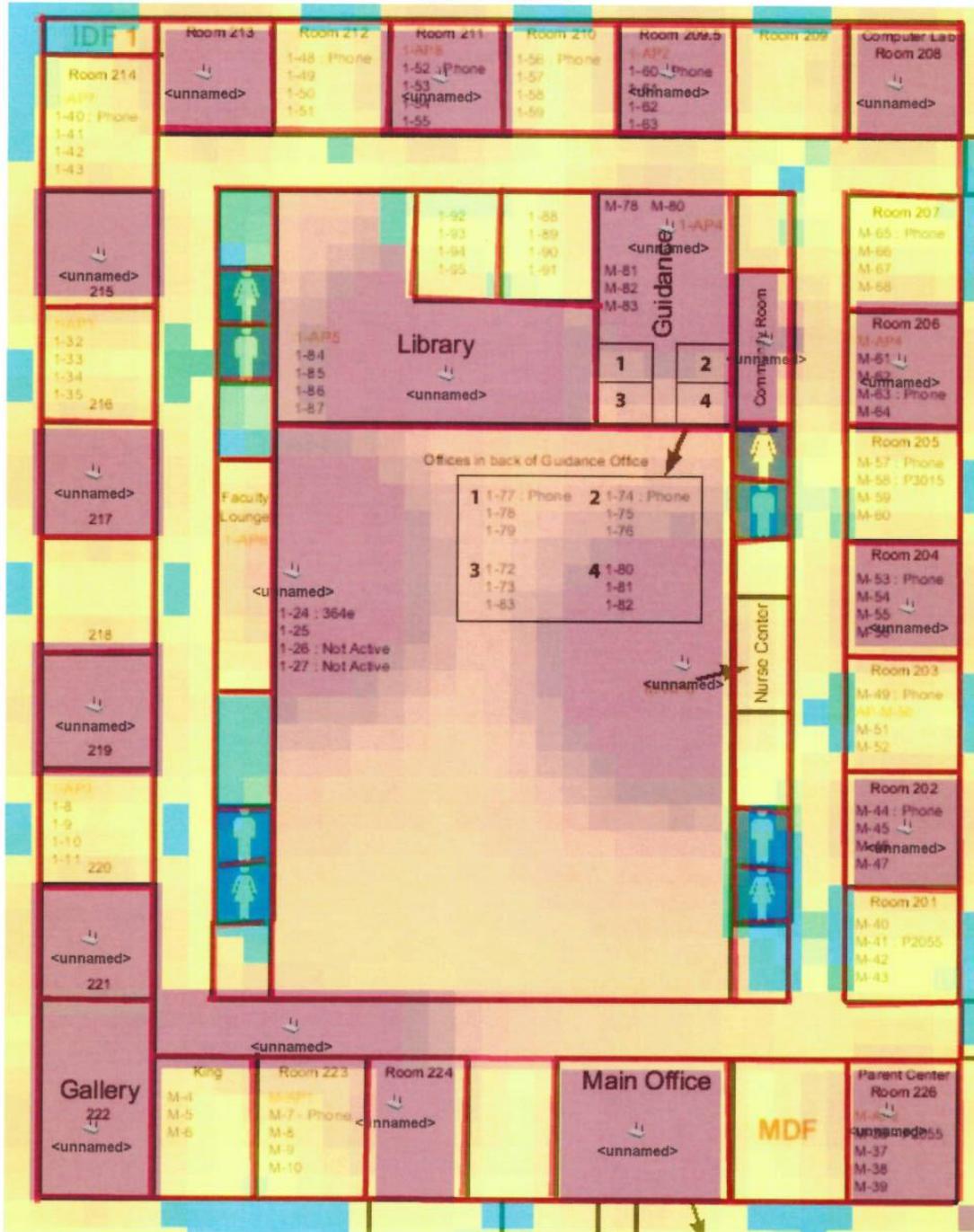


EXHIBIT B

CITY UNIVERSITY SCHOOLS TECH/COMPUTER SERVICES AGREEMENT

This AGREEMENT is made and entered into this [xxxxxth day of month 2019], between **THE INFLUENCE1 FOUNDATION and CITY UNIVERSITY SCHOOLS**, hereinafter referred to as ("SCHOOL"), and [Tech/computer Service/CONTRACTOR], hereinafter referred to as "CONTRACTOR ";

ARTICLE I - SCOPE AND SERVICES TO BE PROVIDED BY CONTRACTOR

1. Services to Be Provided By CONTRACTOR. The CONTRACTOR shall provide to the SCHOOL on the terms herein set forth all of the services articulated in **EXHIBIT D** and **E** to this Agreement
2. Compensation. The rate and price schedule information, which includes the cost of all services to be provided pursuant to this AGREEMENT, is attached as **EXHIBIT G**.
3. Term. The CONTRACTOR shall commence providing services under this Agreement as of xxxxxxx, 20xx, and shall thereafter diligently undertake to perform such services as the CONTRACTOR is required to perform hereunder throughout the term of this AGREEMENT.

ARTICLE II - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1. CONTRACTOR's Certifications, Representations and Warranties. The CONTRACTOR makes the following certifications, representations, and warranties for the benefit of the SCHOOL, and the CONTRACTOR acknowledges and agrees that the SCHOOL, in deciding to engage the CONTRACTOR pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of the CONTRACTOR's engagement hereunder:
 - a. The CONTRACTOR is qualified in all respects to provide to the SCHOOL all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, The CONTRACTOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the SCHOOL, such services as are called for hereunder.
 - b. The CONTRACTOR, in providing the services and in otherwise carrying out its obligations to the SCHOOL under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and nondiscrimination laws.

ARTICLE III - TERMINATION

1. This AGREEMENT may be terminated by either party upon ten (10) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of the CONTRACTOR; or if the SCHOOL should decide to abandon or indefinitely postpone the services which the CONTRACTOR is agreeing to provide pursuant to this AGREEMENT.
2. In the event of a termination based upon abandonment or postponement by SCHOOL the SCHOOL shall pay the CONTRACTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONTRACTOR for SCHOOL approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion.
3. This AGREEMENT may be terminated without cause by the SCHOOL upon ten (10) days written notice to the CONTRACTOR. In the event of a termination without cause, the SCHOOL shall pay the CONTRACTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due to the CONTRACTOR for SCHOOL approved extra services.
4. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the CONTRACTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the CONTRACTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the services provided for in this AGREEMENT have been completed, and not before. The CONTRACTOR agrees to pay all court costs and associated attorney fees relevant to the dispute on the behalf of the CONTRACTOR and the SCHOOL.

ARTICLE IV - COMPENSATION TO THE CONTRACTOR

1. The SCHOOL shall compensate the CONTRACTOR as set forth in EXHIBIT xxxxx attached hereto and incorporated herein by this reference.
2. The prices set forth in EXHIBIT xxxxxxxx shall remain valid and in force for one (1) year from the date set forth in Article I, Paragraph 3. Thereafter, prices may be increased or decreased, by mutual consent of both parties at the one (1) year anniversary of the AGREEMENT or at the time of extension. Proposed increases or decreases shall not exceed the average Consumer Price Index (CPI) for the local Tennessee area during the preceding four (4) quarters.
3. The SCHOOL will pay CONTRACTOR net 30.

ARTICLE V - MISCELLANEOUS

1. To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the SCHOOL entirely harmless from all liability arising out of:
 - a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the CONTRACTOR's employees or the CONTRACTOR's subcontractor employees arising out of the CONTRACTOR's work under this AGREEMENT; and
 - b. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the

SCHOOL, its officers, employees, agents or independent consultants who are directly employed by the SCHOOL;

- c. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the SCHOOL, arising out of, or in any way connected with the services performed by the CONTRACTOR in accordance with this Agreement, including injury or damage either on or off SCHOOL property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the SCHOOL.
 - d. Any liability for damages which may arise from the furnishing or use of any copyrighted or un-copyrighted matter or patented or unpatented invention under this Agreement. The CONTRACTOR, at the CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the SCHOOL, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the SCHOOL, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
2. The CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of Tennessee and acceptable to the SCHOOL, which will protect the CONTRACTOR and the SCHOOL from claims which may arise out of or result from the CONTRACTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. The CONTRACTOR agrees to carry workers' compensation insurance to protect its respective employees at a limit determined by the Labor Code of the State of Tennessee and Employers' Liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) or its current limit of each, whichever is greater. Proof of such coverage will be furnished prior to the commencement of the AGREEMENT.
 - b. The CONTRACTOR shall maintain commercial general and automobile insurance to cover the CONTRACTOR's activities with minimum combined single limit per occurrence for bodily injury, personal injury, and property damage of ONE MILLION DOLLARS (\$1,000,000) or the CONTRACTOR's current limits, whichever is greater. Commercial general and automobile liability insurance to include premise and automobile operations, products/completed operations, contractual, independent CONTRACTORS, broad form property damage, and personal injury. The CONTRACTOR shall provide the SCHOOL with a certificate of insurance and original endorsement naming the SCHOOL, its governing board, employees, and volunteers as additional insured with regard to the general liability insurance prior to the commencement of the program.
 - c. Each policy of insurance required in (b) above shall name the SCHOOL and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the CONTRACTOR hereunder, such policy is primary and any insurance carried by the SCHOOL is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to the SCHOOL prior to cancellation; and, shall waive all rights of subrogation. The CONTRACTOR shall notify the SCHOOL in the event of material change in, or failure to renew, each policy. Prior to commencing work, the CONTRACTOR shall deliver to the SCHOOL certificates of insurance as evidence of compliance with the requirements herein. In the event the CONTRACTOR fails to secure or maintain any policy of insurance required hereby, the SCHOOL may, at its sole discretion, secure such policy of insurance in the name of and for the account of the CONTRACTOR, and in such event the CONTRACTOR shall reimburse the SCHOOL upon demand for the cost thereof.

3. The CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent CONTRACTOR. The CONTRACTOR understands and agrees that the CONTRACTOR and all of the CONTRACTOR's employees shall not be considered officers, employees or agents of the SCHOOL, and are not entitled to benefits of any kind or nature normally provided employees of the SCHOOL and/or to which SCHOOL's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. The CONTRACTOR assumes the full responsibility for the acts and/or omissions of the CONTRACTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.
4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the SCHOOL or the CONTRACTOR.
5. The SCHOOL and the CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The CONTRACTOR shall not assign this AGREEMENT.
6. This AGREEMENT shall be governed by the laws of the State of Tennessee.
7. This AGREEMENT represents the entire AGREEMENT between the SCHOOL and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the SCHOOL and the CONTRACTOR.
8. Time is of the essence with respect to all provisions of this AGREEMENT.
9. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof. The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

SCHOOL:

The Influence1 Foundation/City University Schools

By: _____

Dr. R. Lemoyne Robinson
President and Chief Operating Officer/Chancellor

EXHIBIT C

FINANCIAL INTEREST CERTIFICATION

I _____, acting as the _____, am an authorized representative of _____ (“Consultant”) and do hereby certify that for the term of the agreement contemplated by this proposal, that other than past or future contracts with the School as an entity, no officer, contractor, subcontractor, or employee of Consultant has, or shall have, any financial interest or business relationship with any individual member(s) of the School’s governing board or staff and that no such School board member(s) or staff shall have any direct or indirect financial benefit or relationship in the agreement contemplated by this proposal, or obtain any present or anticipated material benefit arising there from.

Signature: _____

Date: _____

Name: _____

Title: _____

EXHIBIT D

SCOPE OF WORK

Working Hours

The SCHOOL is to be monitored remotely at all times. Tech/computer services will take place from 7:30 a.m. to 5:00 p.m. or until all tasks are completed or work is deemed necessary. If weekend work needs to be completed it will be arranged with the building engineer.

SERVICES TO BE PERFORMED:

The vendor agrees to provide to the Client, on a timely basis, the following services. The vendor and Client may amend or change the scope of the services to be provided by a writing signed by both parties.

- A. Preparation of Apple Laptops/Desktops for the new school year – 350 Mac Laptops, 18 Mac Minis, 300 iPads, 35 PCs in student lab
 - 1. Student and teacher laptop imaging
 - 2. Mac Minis in Parent Center and Library configuration
 - 3. Install licensed software/apps on all computers/iPads
 - 4. Install alerting tool onto every Mac/iPad in the school

- B. Server/Promise RAID Support and Management
 - 1. Configure the Xserve as the Master server
 - 2. Configure file sharing and Profile manager services
 - 3. Add/Edit/Delete new teachers, faculty or students from main in-house spreadsheet
 - 4. Configure profiles on server to push to all student laptops
 - 5. Validate backups on server are running for
 - 6. Validate backups are running in case of catastrophic failure

- C. Network Support and Management
 - 1. Validate all computers/desktops/iPads have wifi
 - 2. Run updates on Extreme Networks WAP's and reboot and validate

- D. Printer Support and Management
 - 1. Make sure all faculty can print to class printers as well as to the main printers in the school.

- E. Promethean Boards Support and Management
 - 1. Clean filters, ensure firmware and Active Inspire Software is up to date for a total of 8 boards

- F. iPad Configuration and MDM Policies
 - 1. Configure iPad carts for a total of 80 iPads

- G. Student Image, Software installations

- H. Faculty Image, Software installations

EXHIBIT E

SPECIAL CONDITIONS

1. The work to be performed by the Tech/computer Service under this contract will require a pre-job meeting with Mrs. Felicia P. Hartsfield, Vice President and Chief Operating Officer of The Influence1 Foundation. Prior to the first day of service, the Tech/computer Service will be responsible for physically inspecting the site and related building areas at origin and destination to gather all pertinent information. A written price proposal, detailing the monthly charge for tech/computer services for the contract term, will be prepared by the Tech/computer Service. Exhibit G features more details pertaining to the price proposal.
2. All considered staff of the Tech/computer Service will undergo a self-paid background check and provide results and records to the school for review.
3. All staff of the Tech/computer Service hired to work for the School must be 21 years of age or older. **No exceptions.**

EXHIBIT F

REFERENCES FORM

Reference No. 1:

Company Name: _____

Contact #: _____

Address: _____

Contact Person: _____

Project Type: _____

Job Dates (beginning to end): _____

Reference No. 2:

Company Name: _____

Contact #: _____

Address: _____

Contact Person: _____

Project Type: _____

Job Dates (beginning to end): _____

Reference No. 3:

Company Name: _____

Contact #: _____

Address: _____

Contact Person: _____

Project Type: _____

Job Dates (beginning to end): _____

EXHIBIT G

PRICE PROPOSAL

All Firms are required to answer in narrative form the requested information regarding Computer/Tech services. At a minimum, proposals will be evaluated on the information requested. Proposals must include information and hourly rates of tech service.. The inability of any firm to meet all of the required scope of services may be grounds for disqualification.

1. Service Costs

- Separately, identify any and all services your firm can provide that is not listed on the Rate Schedule. Your rate sheet should describe the services and costs and represent your proposed rate structure tailored to this request.
- The cost information provided with this bid will become part of the master agreement. The stringent requirement for cost visibility and predictability requires that costs **not** identified be deemed to be at **no cost** to the SCHOOL.

ADDITIONAL DISCRETIONARY TECH/COMPUTER SERVICES

Emergency Services - within four (4) hours

- | | |
|-----------------------------|----|
| 1. Minimum charge | \$ |
| 2. Per hour rate thereafter | \$ |

The SCHOOL and CONTRACTOR may enter into a Blanket Service Agreement (BSA) to simplify the acquisition process for repetitive needs, items, and services. See Exhibit G - Alternate 2.

EXHIBIT G

Alternate 1:

Cost to provide TECH/COMPUTER services and monitoring for the SCHOOL for the specified term (See other outlined definitive).

Total Cost for Alternate 1 (not to exceed): _____

Estimated hours: _____

Is the CONTRACTOR willing to work with the SCHOOL and the general contractor's schedule as described on page 4 ("Background") with no impact on the Alternate 1 cost?

YES NO (circle one)

- Proposing Firms shall identify all supply items needed to complete tech/computer services that are not included in the monthly rates above. Proposing Firms may attach additional pages or a spreadsheet of all items available.
- Proposing Firms should identify all legal holidays in the space provided below:

Legal Holidays:

Date:

Proper Name of Proposing Firm:

By:

Typed Name and Title

Signature

Signature

NOTE: If a firm submitting a proposal is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer(s) or agent(s); if a firm is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above

EXHIBIT G

Alternate 2:

The CONTRACTOR offers a Blanket Service Agreement (BSA) to the School, therefore in addition to other submitted information as outlined in the RFP, the CONTRACTOR proposes to provide all tech services and monitoring services and materials associated with the job at a total cost of _____. The total cost for Alternate 2 will not exceed the aforementioned amount.

Is the CONTRACTOR willing to work with the SCHOOL and the general contractor's schedule as described on page 4 ("Background") with no impact on the Alternate 2 cost?

YES NO (circle one)

- Proposing Firms should identify all legal holidays in the space provided below:

Legal Holidays:

Date:

Proper Name of Proposing Firm:

By:

Typed Name and Title

Signature

Signature

NOTE: If a firm submitting a proposal is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer(s) or agent(s); if a firm is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above

EXHIBIT H

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective this _____, 2019 by and between City University Schools (collectively "SCHOOL") and _____ ("CONTRACTOR").

1. **Confidential Information.** The SCHOOL proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to the CONTRACTOR. "Confidential Information" shall include all data, materials, specifications, manuals, agreements, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to the CONTRACTOR by the SCHOOL. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require the SCHOOL to disclose any of its information.

2. **CONTRACTOR's Obligations.** The CONTRACTOR agrees that the Confidential Information is to be considered confidential and proprietary to the SCHOOL and the CONTRACTOR shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with the SCHOOL, and shall disclose it only to its officers, directors, employees or agents with a specific need to know. The CONTRACTOR will not disclose, publish or otherwise reveal any of the Confidential Information received from the SCHOOL to any other party whatsoever except with the specific prior written authorization of the SCHOOL.

Confidential Information furnished in tangible form shall not be duplicated by the CONTRACTOR except for purposes of this Agreement. Upon the request of the SCHOOL, the CONTRACTOR shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At the CONTRACTOR's option, any documents or other media developed by the CONTRACTOR containing Confidential Information may be destroyed by the CONTRACTOR. The CONTRACTOR shall provide a written certificate to the SCHOOL regarding destruction within ten (10) days thereafter.

3. **Term.** The obligations of the CONTRACTOR herein shall be effective for ten (10) years from the date the SCHOOL last discloses any Confidential Information to the CONTRACTOR pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against the CONTRACTOR, nor by the rejection of any agreement between the SCHOOL and the CONTRACTOR, by a trustee of the CONTRACTOR in bankruptcy, or by the CONTRACTOR as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. **No Publicity.** The CONTRACTOR and the SCHOOL agree not to disclose: (1) terms and conditions of any SCHOOL purchases; and (2) the fact that discussions are being held between the CONTRACTOR and the SCHOOL.

5. **Miscellaneous.**

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The CONTRACTOR agrees that in the event of any breach or threatened breach by the CONTRACTOR, the SCHOOL may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect SCHOOL against any such breach or threatened breach. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

The CONTRACTOR may not assign this Agreement or any interest herein without the SCHOOL's express prior written consent. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

“SCHOOL”

“CONTRACTOR”

_____ (print name)

_____ (print name)

EXHIBIT I
City University Schools
Request for Proposal Qualifications Response Form

1. Qualifications Summary

Please summarize why your organization is uniquely qualified to provide services to City University Schools.

2. Compliance with Standard Agreement

Acknowledge acceptance to the terms and conditions of the agreement identified in Exhibit B – Sample Agreement and Exhibit H – Confidentiality Agreement. If a contractor takes exception to any contract language, identify exceptions and provide complete explanation and proposed revisions.

3. Liability Coverage:

Please furnish current certificates of insurance showing the limits of liability typically maintained by your firm in each of the following categories:

- Workers Compensation and Occupational Disease Insurance
- Employer's Liability
- Commercial General Liability (Broad Form)
- Automobile Liability
- Umbrella and/or Excess Liability
- Property Insurance
- Transit Insurance

****Some of the bullets may not apply to your business. Please omit if one of the bullets does not apply to your company.

4. Bonding

Is your firm bondable? If so, please identify the limits of your firm's bonding capacity.

5. Organization Size:

Indicate the number of professionals your firm currently employs from the office that would serve this account.

Indicate the number of laborers you firm currently employs from the office that would serve this account.

Indicate your ability to service requirements nationally and globally.

6. References:

Please furnish a list of Tech projects currently engaged with or recently completed by your firm. Provide owner contacts (i.e. name and telephone number) possessing personal knowledge of your firm's involvement on each job. See Exhibit F.