CITY UNIVERSITY SCHOOLS REQUEST FOR PROPOSAL (RFP) FOR TECHNOLOGY

TABLE OF CONTENTS

General Information Outline

Request for Proposal

Exhibit A – Project Map

Exhibit B – Sample Agreement

Exhibit C – Financial Interest Certification

Exhibit D – Scope of Work

Exhibit E – Special Conditions

Exhibit F – References Form

Exhibit G – Price Proposal

Exhibit H – Confidentiality Agreement

Exhibit I – CONTRACTOR Questions

GENERAL INFORMATION

PURPOSE

City University Schools (SCHOOL) requests qualified TECHNOLOGY (CONTRACTOR) to submit a Request For Proposal (RFP) for IPADS and MacBook Airs to City University Schools' site, a 138,000 sq. ft. facility located in Whitehaven at 1475 East Shelby Drive, Memphis, TN 38116, currently consisting of one (1) middle school and two (2) high schools.

BACKGROUND

The SCHOOL is entering into its seventeenth 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 our schools is 1:1 technology.

SCHOOL GUIDELINES AND EXPECTATIONS

Submission of Proposals

Proposals are due on June 12, 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 Vendor for the SCHOOL. Upon the SCHOOL's review, the SCHOOL may, at its sole discretion, issue a Notice to Proceed for the technology 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 the technology.

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 technology in a manner that is most beneficial to the SCHOOL.

Coordination of Services

The CONTRACTOR will coordinate all purchases 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, The Influence1 Foundation 665 Madison Ave Memphis, TN 38103 (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 technology 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.

COMPANY EXPERIENCE, BACKGROUND AND REFERENCES

All companies submitting a proposal must have a minimum of five (5) years experience providing technology to schools or other public agencies. The company must provide an introduction letter and brief overview of the company, 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:

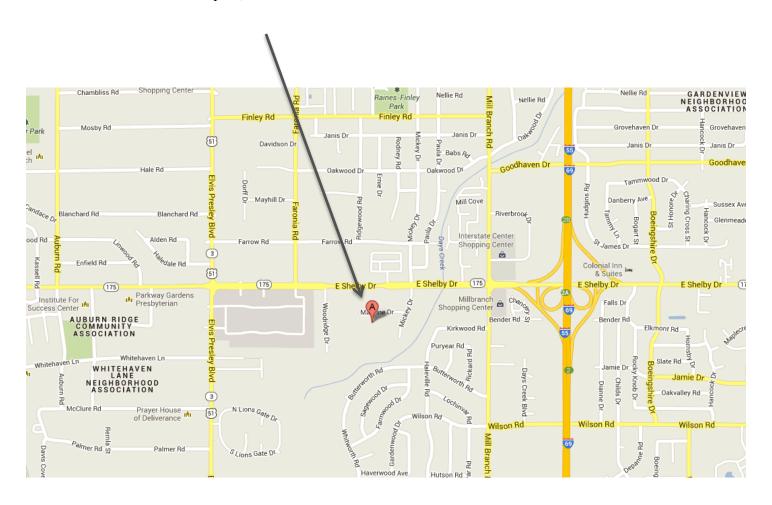
- Two (2) page maximum introduction letter and company overview
- Exhibit C
- Exhibit F
- Exhibit G
- Exhibit H

END OF GENERAL INFORMATION SECTION

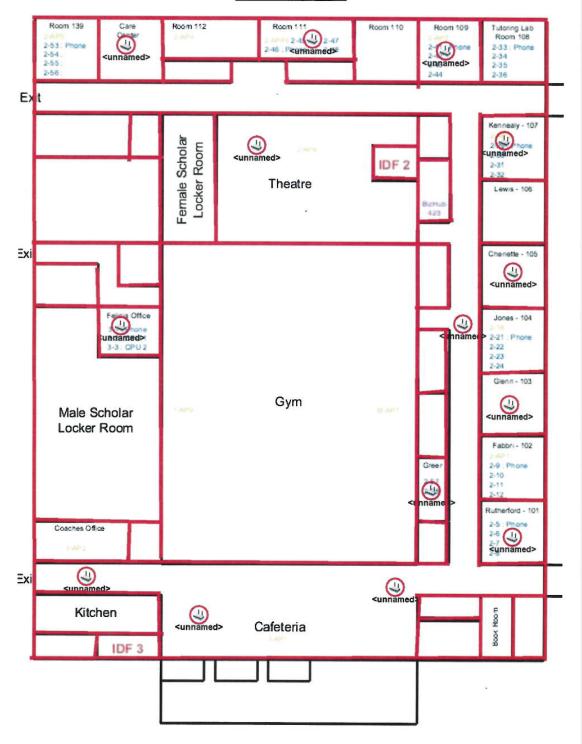
EXHIBIT A

PROJECT MAP & BUILDING BLUEPRINTS

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



Floor Plan Only View



Floor Plan Only View

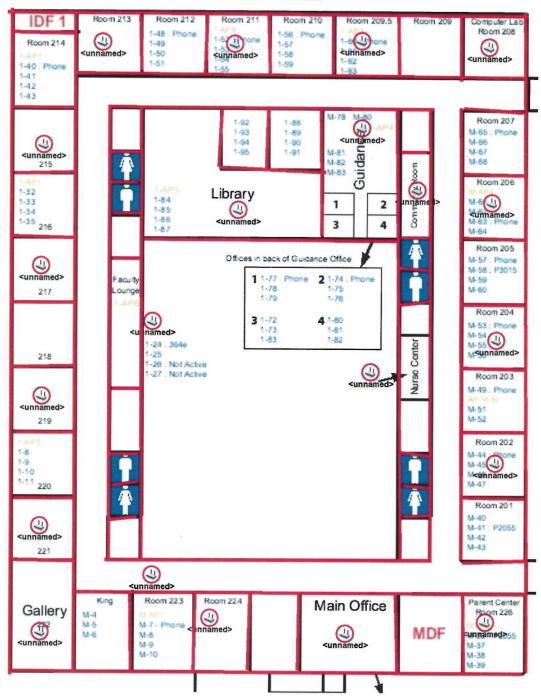


EXHIBIT B

CITY UNIVERSITY SCHOOLS TECHNOLOGY AGREEMENT

This AGREEMENT is made and entered into this [xxxxxth day of month 2020], between **THE INFLUENCE1 FOUNDATION and CITY UNIVERSITY SCHOOLS**, hereinafter referred to as ("SCHOOL"), and [TECHNOLOGY/CONTRACTOR], hereinafter referred to as "CONTRACTOR";

ARTICLE I - TECHNOLOGY TO BE PROVIDED BY CONTRACTOR

- 1. Technology to Be Provided By CONTRACTOR. The CONTRACTOR shall provide to the SCHOOL on the terms herein set forth all of the TECNOLOGY articulated in **EXHIBIT D** and **E** to this Agreement
- 2. Compensation. The price information, which includes the cost of all TECHNOLOGY 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 technology 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 technology as are called for hereunder.
 - b. The CONTRACTOR, in providing the technology 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 technology 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 technology 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 technology. 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 technology 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 technology 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 xxxxxxx shall remain valid and in force for one (I) 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 (I) 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, company 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, company or corporation employed by the CONTRACTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, company 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 uncopyrighted 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	s the, am an authorized
representative of	("Consultant") and do hereby certify that for the
term of the agreement contemplated by this prope	osal, that other than past or future contracts with the School as
	r employee of Consultant has, or shall have, any financial
1	ual member(s) of the School's governing board or staff and that
no such School board member(s) or staff shall ha	ave any direct or indirect financial benefit or relationship in the
	ain any present or anticipated material benefit arising there
from.	
Signature:	Date:
Digitatio.	
Name:	
	_
Title:	_

EXHIBIT D

SCOPE OF WORK

ITEMS TO BE PURCHASED:

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

The schools needs iPads, cases, warranty and MacBook Airs for a one to one environment:

- City University School of Liberal Arts 10.2 in. iPad Wi-Fi 128GB Qty. 260 iPads
 Logitech Rugged Combo Case with Integrated Smart Connector Keyboard for 10.2 inch ipad (7th gen)
 4-Year AppleCare+for schools
- 2. City University School of Independence 10.2 in. iPad Wi-Fi 128GB Qty. 20 iPads Logitech Rugged Combo Case with Integrated Smart Connector Keyboard for 10.2 inch ipad (7th gen) 4-Year AppleCare+for schools
- 3. City University School Girls Preparatory 10.2 in. iPad Wi-Fi 128GB Qty. 130 ipads Logitech Rugged Combo Case with Integrated Smart Connector Keyboard for 10.2 inch ipad (7th gen) 4-Year AppleCare+for schools
- 4. 13-inch MacBook Air:1.1GHz dual-core 10th-generation Intel Core i3 processor, 256GB Space Gray (5-Pack) QTY. 25
 - 4-Year AppleCare+for School-MacBook Air

EXHIBIT E

SPECIAL CONDITIONS

Each school listed in previous section will handle the technology purchased. Each purchase will need to be separated for each school.

City University Schools of Liberal Arts 1475 E. Shelby Drive Memphis, TN 38116 260 Ipads + 10 Macbook Airs

City University School of Independence 1475 E. Shelby Drive Memphis, TN 38116 20 ipads + 5 Macbook Airs

City University School Girls Preparatory 1475 E. Shelby Drive Memphis, TN 38116 130 ipads + 10 Mackbook Airs

EXHIBIT F

REFERENCES FORM

Reference No. 1:		
Company Name:	 	
Contact #		
Contact #:		
Address:	 	
Contact Person:		
Reference No. 2:		
Company Name:		
Contact #:		
Address:		
Contact Person:		
Reference No. 3:		
Company Name:		
Contact #:		
Address:		
Contact Person:		

EXHIBIT G

PRICE PROPOSAL

All Companies are required to answer in narrative form the requested information regarding Technology. At a minimum, proposals will be evaluated on the information requested. Proposals must include specific features of the technology. The inability of any company to meet all of the required scope of services may be grounds for disqualification.

1. Technology Costs

- Separately, identify any and all technology requested your company can provide. Your price sheet should describe the features 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.

EXHIBIT H

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective this Schools (collectively "SCHOOL") and	, 2020 by and between City University ("CONTRACTOR").
1. <u>Confidential Information</u> . The SCHOOL proposes to disclose certain of Information") to the CONTRACTOR. "Confidential Information" shall include financial information, and other information disclosed or submitted, orally, it SCHOOL. Confidential Information disclosed orally shall be identified as sutthe SCHOOL to disclose any of its information.	nde all data, materials, specifications, manuals, agreements, n writing, or by any other media, to the CONTRACTOR by the
2. <u>CONTRACTOR's Obligations</u> . The CONTRACTOR agrees that the Coproprietary to the SCHOOL and the CONTRACTOR shall hold the same in for the purposes of its business with the SCHOOL, and shall disclose it only to know. The CONTRACTOR will not disclose, publish or otherwise reveal to any other party whatsoever except with the specific prior written authorization.	confidence, shall not use the Confidential Information other than to its officers, directors, employees or agents with a specific need any of the Confidential Information received from the SCHOOL
Confidential Information furnished in tangible form shall not be duplicated by Upon the request of the SCHOOL, the CONTRACTOR shall return all Confident including copies, or reproductions or other media containing such Confident CONTRACTOR's option, any documents or other media developed by the Coestroyed by the CONTRACTOR. The CONTRACTOR shall provide a write (10) days thereafter.	idential Information received in written or tangible form, ial Information, within ten (10) days of such request. At the CONTRACTOR containing Confidential Information may be
3. <u>Term</u> . The obligations of the CONTRACTOR herein shall be effective for Confidential Information to the CONTRACTOR pursuant to this Agreement bankruptcy, receivership, assignment, attachment or seizure procedures, where rejection of any agreement between the SCHOOL and the CONTRACTOR, CONTRACTOR as a debtor-in-possession or the equivalent of any of the form	Further, the obligation not to disclose shall not be affected by their initiated by or against the CONTRACTOR, nor by the by a trustee of the CONTRACTOR in bankruptcy, or by the
4. No Publicity. The CONTRACTOR and the SCHOOL agree not to disclothe fact that discussions are being held between the CONTRACTOR and the	
5. Miscellaneous. This Agreement shall be governed and construed in accordance with the law the event of any breach or threatened breach by the CONTRACTOR, the SC may be available, such equitable relief as may be necessary to protect SCHO terminates and supersedes all prior understandings or agreements on the subjustment writing that is duly executed by both parties.	HOOL may obtain, in addition to any other legal remedies which OL against any such breach or threatened breach. This Agreement
The CONTRACTOR may not assign this Agreement or any interest herein woof this Agreement is held by a court of competent jurisdiction to be invalid or remaining terms, will remain in full force and effect as if such invalid or une insist in any one or more instances upon strict performance by the other particular of any continuing or subsequent failure to perform or delay in perform provided for convenience only and shall not be used to construe meaning or	r unenforceable, then this Agreement, including all of the inforceable term had never been included. Either party's failure to y of any of the terms of this Agreement shall not be construed as a mance of any term hereof. Headings used in this Agreement are
"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 technology 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 company 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 company bondable? If so, please identify the limits of your company's bonding capacity.

5. Organization Size:

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

Indicate the number of laborers you company 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 technology projects currently engaged with or recently completed by your company. Provide owner contacts (i.e. name and telephone number) possessing personal knowledge of your company's involvement on each job. See Exhibit F.