

**CITY UNIVERSITY SCHOOLS  
REQUEST FOR PROPOSAL (RFP)  
FOR  
HVAC Maintenance**

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# GENERAL INFORMATION

## PURPOSE

City University Schools (Liberal Arts, Girls Preparatory and Independence schools) requests qualified HVAC (CONTRACTOR) to submit a Request for Proposal (RFP) for an HVAC project 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 one (1) middle school and two (2) high schools.

## BACKGROUND

The SCHOOL is entering into its eighteenth year of operation as a public charter school, and relocated from South Memphis to Whitehaven due to its need of more space. Some of the most important needs for the school is the review, repair proposed replacement of chilled/hot water coils, blowers and thematics within our campus, due to onset of the pandemic and the need to control filtered air environment we must remedy the outlined problems while addressing the preventive and ongoing maintenance of the institutions HVAC system in order to reduce cost and ensure overall budget alignment.

The work from the HVAC company will be performed during the SCHOOL's scheduled academic breaks and additional dates as needed and agreed upon between the School and Contractor. As a result, it is critical that the CONTRACTOR be flexible in terms of scheduling both specific days and hours during the school year. A detailed schedule will be required.

## SCHOOL GUIDELINES AND EXPECTATIONS

### Submission of Proposals

Proposals are due on **Monday, October 18, 2021 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 HVAC Company for the SCHOOL during the project. Upon the SCHOOL's review, the SCHOOL may, at its sole discretion, issue a Notice to Proceed for the HVAC 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 HVAC 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 HVAC services in a manner that is most beneficial to the SCHOOL.

### Coordination of Services

The CONTRACTOR will coordinate all HVAC 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 ensure the management, supervision, manpower, and all supplies necessary to provide exceptional HVAC maintenance services for the SCHOOL to include review, repair and replacements of systems as deemed and agreed as necessary.

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 ten (10) years of experience providing HVAC services to schools or other public buildings. The firm must provide an introduction letter and brief overview of the business, 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:

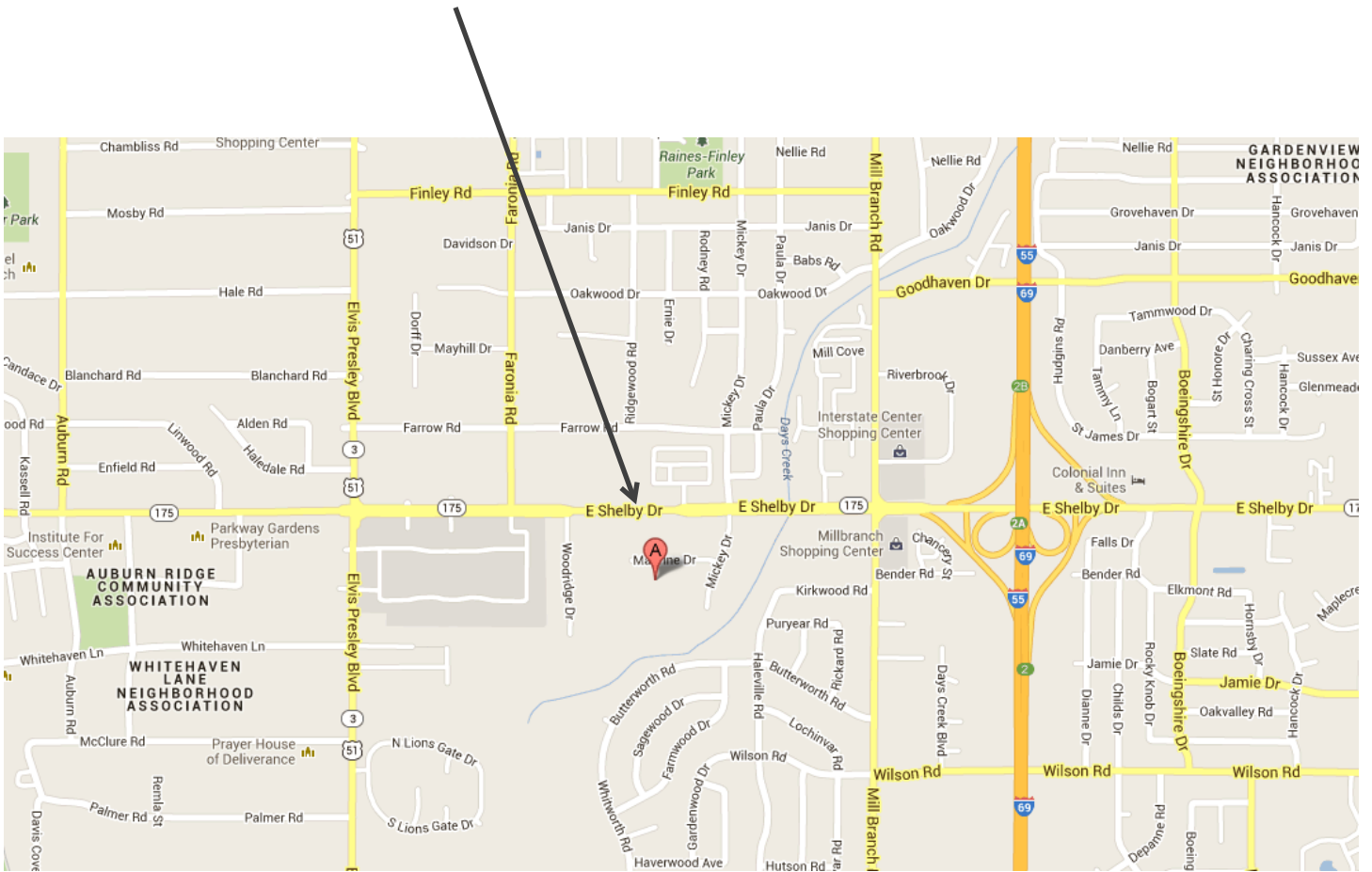
- Two (2) page maximum introduction letter and business overview
- Exhibit C
- Exhibit F
- Exhibit G
- Exhibit H

## **END OF GENERAL INFORMATION SECTION**

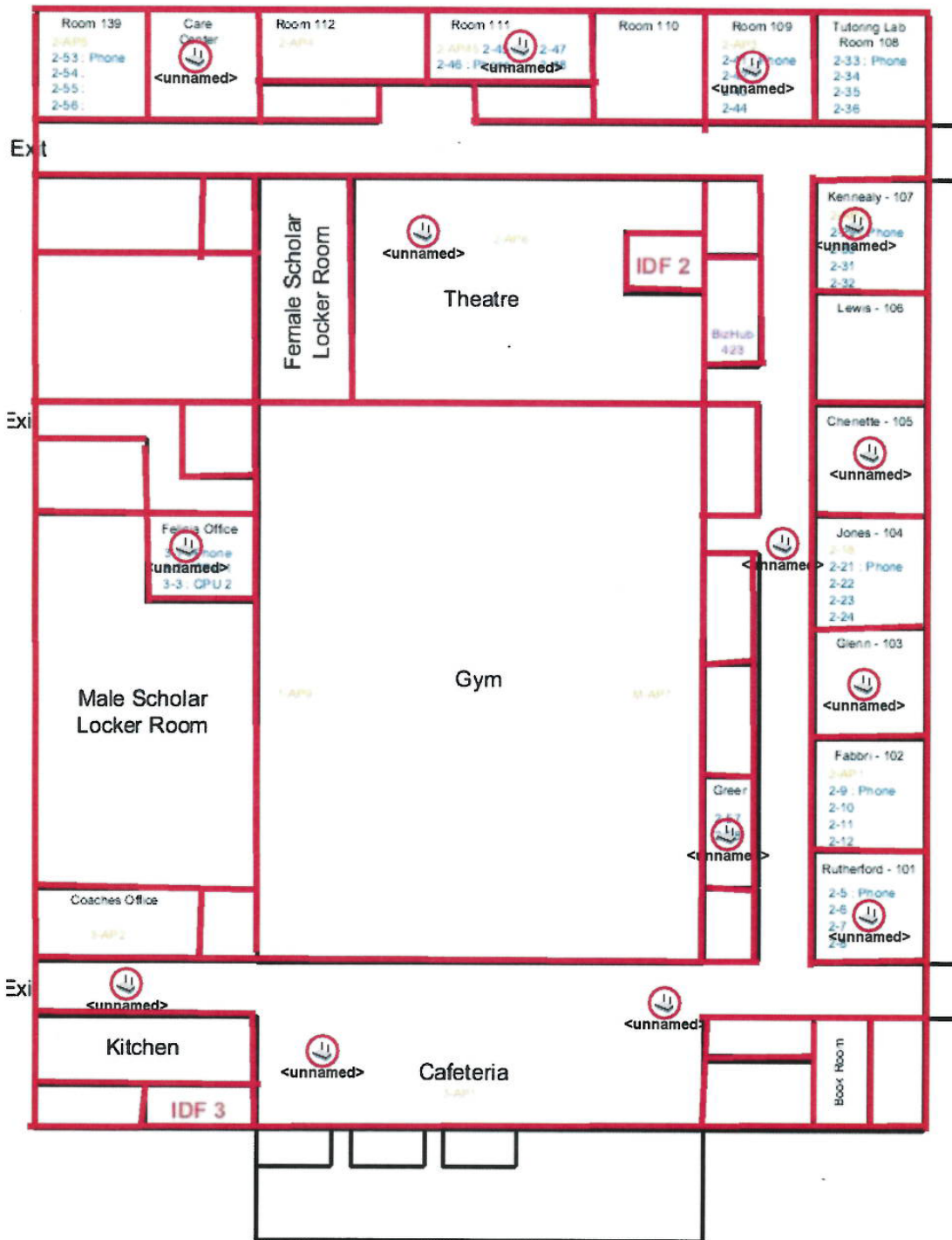
# EXHIBIT A

## PROJECT MAP & BUILDING BLUEPRINTS

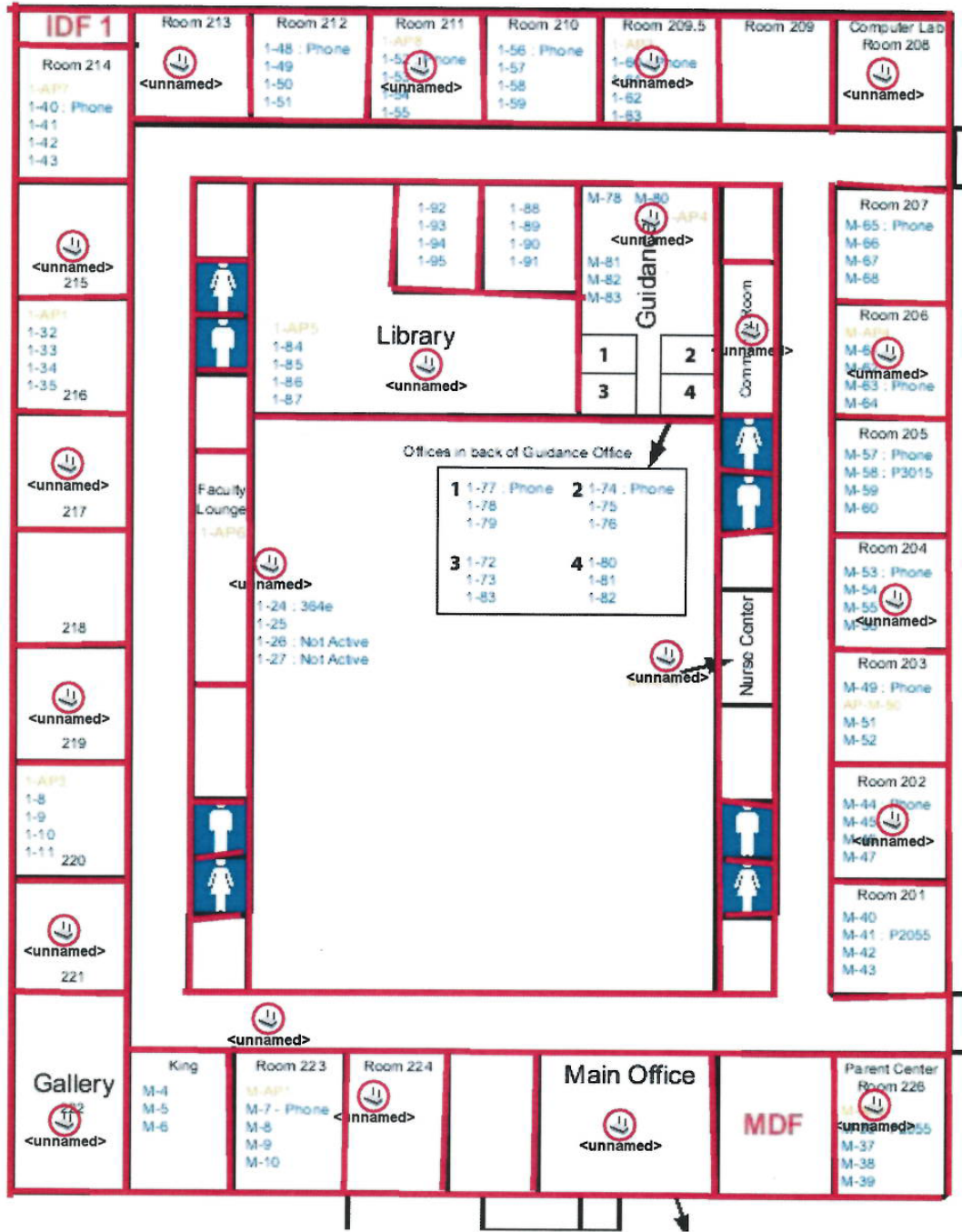
City University Schools  
1475 E Shelby Dr.  
Memphis, TN 38116



**Floor Plan Only View**



**Floor Plan Only View**



**EXHIBIT B**  
**CITY UNIVERSITY SCHOOLS**  
**HVAC SERVICES**  
**AGREEMENT**

This AGREEMENT is made and entered into this [xxxxx<sup>th</sup> day of month 2021], between **THE INFLUENCE1 FOUNDATION and CITY UNIVERSITY SCHOOLS**, hereinafter referred to as ("SCHOOL"), and [HVAC 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 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 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

The vendor agrees to provide to the School 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.

### Overview of the project:

Our goal of this project is to have a 4-pipe system with 2 coils hot and cold. We currently have a 4-pipe system with only 1 coil and the coil is not working properly for the building.

Relief fans and exhaust fans does not work properly and makeup air fans are open through ductwork. They have no outside controls to close off in case of freezing or pulling and hot air out during the summer.

A new cooling unit – chiller was replaced 4 years ago and some mechanical piping in the mechanical room. There is a 20-year-old cooling tower still connected to the building that needs to be replaced. Along with chilled water pumps, condenser water pumps in the loop pumps system and hot water pumps may also need to be replaced in the future due to the age of the equipment.

All mechanical rooms have hazardous areas or materials and throughout the property. This will have to be addressed in order to ensure any mechanical issues can be appropriately addressed throughout the facility. All outlined projects must be placed under a mechanical agreement in order to ensure function and reliability to lessen the spread of COVID-19 and support proper air filtration.

Mechanical issues shall be placed under a shared priority agreement for maintenance review, repair and replacement between the school and contractor.

### SERVICES TO BE PERFORMED:

#### Spring and Summer Preventive and Seasonal Maintenance

- Clean coils & condensers
- Replace all unit filters
- Check outside unit and water tower, clear any debris and ensure it's a safe area
- Check for leaks
- To ensure proper airflow, clear any clogs in the drain lines
- Check refrigerant charge, thermostats, and all connections associated with the electrical system
- Inspect the ducts for dust and mold and inspect the blowers and blades
- Make sure fan motors are operating correctly and lubricate any moving parts

#### Fall and Winter Preventive and Seasonal Maintenance

- Clear drain lines and carefully inspect all heating elements.
- Lubricate all moving parts such as bearings and motors
- Replace the filter every 30 to 90 days, and replace any pulleys or belts that are damaged or frayed
- Check for gas pressure and look for areas prone to gas leaks

- Check thermostats, working and electrical connections and the ignition burner assembly
- Inspect heat pump and make sure the flue system is attached to the furnace
- Inspect the ducts for dust and mold and inspect the blowers and blades
- Make sure fan motors are operating correctly and lubricate any moving parts

### **Seasonal Equipment Review, Repair & Replacement**

As previously outlined mechanical issues shall be placed under a shared priority agreement for maintenance review, repair and replacement between the school and contractor.

The school will bear the cost for said items not covered under the existing warranties, agreements or assurances to include umbrella insurance.

**1.**

## EXHIBIT E

### SPECIAL CONDITIONS

1. The work to be performed by the HVAC Service under this contract will require a pre-job meeting with Mrs. Felicia P. Hartsfield, Vice President and Chief Operating Officer of The Influence<sup>1</sup> Foundation. Prior to the first day of service, the HVAC 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 entire project will be prepared by the HVAC Service. Exhibit G features more details pertaining to the price proposal.
2. All considered staff of the HVAC Service will undergo a self-paid background check and provide results and records to the school for review.
3. All staff of the HVAC Service hired to work in 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 HVAC businesses are required to answer in narrative form the requested information regarding HVAC services. At a minimum, proposals will be evaluated on the information requested. Proposals must include information and hourly rates of HVAC personnel. The inability of any business 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 HVAC 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 HVAC 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 businesses shall identify all supply items needed to complete HVAC services. Proposing businesses may attach additional pages or a spreadsheet of all items available.
- Proposing Businesses should identify all legal holidays in the space provided below:

**Legal Holidays:**

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Date:

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Proper Name of Proposing Firm:

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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 HVAC 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:**

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Date:

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Proper Name of Proposing Firm:

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By:

---

Typed Name and Title

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Signature

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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 \_\_\_\_\_, 2021 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 HVAC 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.