



**Thea Bowman Leadership Academy
Gary, Indiana**

**Request for Proposal (RFP)
Technology Services Provider**

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SECTION 01: OVERVIEW

- A. Thea Bowman Leadership Academy (“TBLA” or the “school”) is an Indiana charter school located in Gary. TBLA serves students in grades K-12 with a total enrollment of ~800 students, with plans to support up to 1,000 students.
- B. **GENERAL SCOPE.** TBLA is currently requesting proposals for a Technology Service Provider to support the following areas:
- a. strategic guidance and technology project management
 - b. maintenance and support of devices and equipment (break fix or replace), including inventory management of devices and equipment, and help desk support of students and staff. This is performed on a daily basis remotely or onsite.
 - i. **Onsite Support:** Proposals should include the cost for remote support and onsite support. A minimum of 4 hours per week of onsite support will be required, proposals should include the cost associated with various options of onsite support ranging from the minimum of 4 hours to 40 hours a week.
 - c. maintenance and support of the core network. This is performed on a semi-monthly basis.
 - d. management and physical maintenance of network equipment. This is monitored and maintained on an ongoing basis. When applicable, this service is also performed yearly.
 - e. core network products. This is performed as required to maintain the subscription or renew to the SSL certificate(s).
 - f. create a long term technology plan for the school to support the school’s needs.

More detailed requirements can be found below.

C. SELECTION SCHEDULE

Advertisement: This RFP will be published on TBLA’s website from Wed, Feb 01, 2023 to Wed, Mar 1, 2023.

Submission of Proposals Due: Proposals will be accepted until 9:00 a.m. Wed, Mar 1, 2023.

Proposal Opening: Proposals will be opened at 9:00 a.m. Wed, Mar 1, 2023.

Review of Submitted Proposals: Wed, Mar 1, 2023 through Mon, Mar 6, 2023 (Committee Review).

Tentative Award Date: Approximately Wed, Mar 29, 2023 after board approval.

Bidder to Provide Equipment and Services: April 2023

- D. **AWARD OF CONTRACT.** The contract will be awarded to the Bidder whose proposal is determined to be the most advantageous to the school, taking into consideration evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The final determination shall be in writing. The contract file will contain the basis on which the award is made. The school can reject any

and all proposals, and it can waive any informality or technicality in any proposal received if it determines it would serve the best interests of the school. Following the award decision, all Bidders will be notified and all proposals become public information.

TBLA reserves the right to award any resultant contracts(s) as a whole or split award between competing parties. TBLA reserves the right to evaluate the proposal for each item separately. Selection of a proposal does not mean that all aspects of the proposal are acceptable. TBLA reserves the right to discuss proposals and negotiate modification of the proposal prices, terms, quantity, and conditions with any responsive, responsible quoting party who submits a proposal determined to be reasonably susceptible of being selected for the award, in conjunction with the award criteria contained herein, prior to the selection of the accepted proposal and/or the execution of a contract, to ensure satisfactory procurement.

- E. **EVALUATION CRITERIA.** Awards will be made to the lowest, responsible, and responsive Bidder(s) whose bid or proposal meets the requirements and criteria set forth by the school system and whose offer is determined to be the most advantageous to the school, taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract. Contract(s) shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority using the criteria set forth below.

<u>Requirement(s)</u>	<u>Points</u>
Proposal Price	30
Experience	20
Scope of Services	20
Local Preference – Geographic Proximity (20 points)	20
Personnel Qualifications	05
Quality of References	05

- F. **CONTACTS.** Except for the designated contacts listed below, Bidders are not permitted to communicate with TBLA staff regarding this solicitation during the period between the RFP issue date and the announcement of the award.
- G. **QUOTES.** All quotes should include detailed line items and subtotals along with the total price. All proposals must indicate that they are valid for no less than ninety (90) days from the proposal due date.

The Bidder's written proposal will be the basis for selection. However, following initial screening of all quotes received, TBLA may request additional information, clarification, or an onsite presentation.

By submitting a quote, the Bidder represents it has read and clearly understands this RFP and it is capable of providing the required services on the agreed contract commencement date.

- H. **COLLUSION.** Bidders are not to collude with other Bidders and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the quote.

SECTION 02: PROPOSAL INFORMATION

- A. Proposals must be submitted by the due date and time and in compliance with Section 03 of this RFP.
- B. The goods and services required and offered in a proposal should meet the needs described below. Only one proposal may be submitted and considered per Bidder. Bidders may include any special or unique services they plan to provide.
- C. Submission of a proposal will be construed to mean that the Bidder understands the requirements contained herein, and the Bidder can supply the described services.
- D. A register of proposals will be prepared and shall be open for public inspection after the contract is awarded. The school will cooperate with all potential Bidders, to the extent reasonably possible, in their attempt to obtain information. Discussions may be conducted with Bidders who submit proposals for the purpose of assuring full understanding of, and responsiveness to, the solicitation requirements.
- E. Selection of the successful Bidder will form a contract pursuant to which the successful Bidder must honor for the school the prices for the equipment and services along with the other terms and conditions outlined in the successful proposal. All pricing and other terms must be honored through June 30, 2024 following award of the contract. Therefore, if selected, the successful Bidder must be prepared to execute an agreement with the school pursuant to which it will provide the services and equipment on the terms and conditions outlined in the successful proposal. The successful Bidder must be willing to enter into an agreement with the school in substantially the form set forth in Schedule 1 of this RFP.
- F. It is understood that the school reserves the right to accept or reject any or all proposals and/or to waive any or all formalities in any proposal or in the proposal process deemed to be in the best interests of the school. No agreement exists on the part of TBLA until a contract is approved and executed by the school's Board of Directors.
- G. Proposals received by any unapproved form are not acceptable and will not be considered.
- H. All inquiries, questions or requests for clarification must be submitted via email to Haritha Dasari at hdasari@phalenacademies.org and received prior to the Submission of Proposals Due date and time.
- I. This RFP does not obligate the school to pay for any costs of any kind whatsoever that may be incurred by a Bidder or any third parties in connection with a response proposal. All responses and supporting documentation shall become property of the school. Further, the school shall not be liable to any Bidder, person, or entity for any losses, expenses, costs, claims or damages of any kind arising out of, by reason of, or attributable to, the Bidder responding to this RFP.
- J. Acceptance of an offer by the school does not obligate the school to enter into a contract with or purchase any item from the Bidder, and no agreement to purchase will exist on the part of the school until an agreement is properly approved by the school's board of directors.

SECTION 03: PROPOSAL REQUIREMENTS

Potential Bidders are hereby invited to submit a proposal to be TBLA's Technology Service Provider.

FORMS. It is mandatory that each proposal contain the forms listed in Appendix A.

SUBMISSION. Proposals must be submitted by email to Haritha Dasari at hdasari@phalenacademies.org in PDF format. The email message submitting the proposal must have a subject line reading "PROPOSAL FOR TBLA TECHNOLOGY SERVICES" and be submitted on or before the **Submission of Proposals Due** date and time.

SAM.GOV. Service Provider must be registered with sam.gov or will be before the delivery date of services.

SECTION 04: PROPOSAL SPECIFICATIONS

- A. The Technology Services Provider will be expected to act as an independent contractor in the delivery of the described services to the school.
- B. TBLA is seeking to enter into a Service Agreement with the Technology Services Provider for comprehensive Technology support services, including day to day technical support, creation of a long-term technology plan for the school, maintenance and periodic updating of the school's network architecture, and procurement of necessary equipment, as requested by the school. The successful proposal must satisfy the requirements set forth herein. Each Bidder must provide a response in their proposal, in narrative format, to each of the following components.
 - a. **Qualifications and References.** Each Bidder must provide the following information:
 - i. A brief outline of the company and services offered, including number of years in business, number of years the Bidder has provided services to charter schools or similar, number of people currently employed.
 - ii. Provide a narrative demonstrating experience and a track record for providing Technology services to charter schools or otherwise provide evidence demonstrating your ability to provide services to the school. Preference may be given to Bidders who demonstrate a successful operating history, especially a history that includes providing services to charter schools that are current clients.
 - iii. Provide an outline of products offered and/or supported.
 - iv. Provide information on current clients, including total number of clients and a list of current clients that are charter schools or similar.
 - v. Include a list of references that the school may contact to discuss your past performance and evaluate your ability to perform the required services.
 - vi. Provide information about the qualifications of your personnel. List technical staff that would be assigned to work for the school and include the following:
 - Any current licenses or certificates demonstrating their competency to perform the required duties.

- Abilities and aptitudes to troubleshoot the network, computer, telecommunications, software, and hardware systems as needed, and to provide school personnel with appropriate counsel as often as required.

b. Scope of Work, Specifications, and Requirements

- i. Please describe your expertise, ability, and proposed plan to work with the school to develop a comprehensive technology plan that efficiently implements available technology to meet the school's needs in a cost effective manner. In addition, please provide a specific response to the following:
 - Provide any specific recommendations you have regarding the school's technology services, including a rationale as to how those recommendations would improve the school's technology services and benefit the school and its students.
 - Explain how you would properly implement the school's technology services and provide associated maintenance and support. Please include how you would advise and assist the school in ensuring adequate connectivity to satisfy demands of the technology plan and otherwise meet the school's needs.
 - Describe your experience with configuring a core network capable of satisfying the demands of the school. Describe the proper industry standards that apply to said configuration, including: physical and virtual configurations, industry standard backup systems, ongoing management and support of network resources, and industry standard seamless wireless connection throughout building. Please provide your definition of "proper industry standards" for this application in sufficient detail to allow comparison with the approach of other Bidders.
 - Email System. Describe how you would support the school as necessary to update, and maintain an email system that is scalable, secure, auditable, and possesses necessary retention capabilities.
 - Internet Filtering. Please explain your understanding of the school's legal and ethical obligations to filter content pursuant to applicable laws including CIPA. Please describe your ability to audit, report, and identify an individual device and its user. In your response, please include:
 - a. Whether, and to what extent, these capabilities extend to school devices both within and outside the school facility; and
 - b. Whether or not you recommend the use of multiple filtering techniques and identify said technique(s).
 - Phone Service. Describe your experience and ability to assist in defining specifications for phone services and to interface with telecommunications providers as required to implement the system.

- End User Equipment Services.
 - a. Describe your expertise and proposed approach to deploy, inventory, and maintain all user hardware in a timely and cost-effective manner.
 - b. Give an example of a standardized configuration to accommodate all computer platforms, user settings and controls. Provide details/methods for future customized imaging and software deployment.
 - c. Explain your experience with the implementation of appropriate settings and controls of devices depending on their use (i.e., student versus teachers vs staff).
 - d. Indicate whether, and to what extent, you provide real-time monitoring of student computers while in use.

- Interactive Classroom Technology. Describe your experience and proposed approach related to advising and defining specifications for classroom technology, including configuration, deployment, and implementation of said technology.

- Standardized Testing. Describe your understanding of the technical and logistical needs and requirements associated with standardized testing in charter schools. In addition, identify potential technical problems/issues associated with administering these tests, and indicate what, if any, support you provide to ensure smooth testing experience and compliance with applicable requirements.

- Training and Professional Development. Identify all staff training you will provide as part of your proposal regarding the use of network resources you will provide, end-user hardware, and interactive classroom technology. In addition, describe your proposed approach to accommodating specific requests for staff training on routine work to reduce the cost of services.

- Comprehensive Equipment Procurement. Please indicate whether you have access to, and the ability to purchase from, a variety of equipment vendors and whether, and to what extent, you pass on the direct cost of the equipment to the school or markup the price of the equipment purchased through these vendors. Indicate whether you offer participation in a volume-buying program to reduce costs for the school and whether, and to what extent, you pass on the direct cost of the equipment to the school or markup the cost equipment purchased through this program.

- Describe your experience and ability to assist and advise the school in defining equipment specifications and analyzing technical requirements.

- Indicate whether you support the school's position that warranty rights associated with all purchased/leased equipment should reside with the school.

- When engaged in planning and decision making with the administration and/or Board of Directors, describe your proposed approach to providing a range of alternatives, including analysis of relative costs and benefits of each alternative.
- Describe your proposed approach to address the management and inventory of all school technology equipment and licenses.
- Describe your proposed approach to providing management and administration of data and records, including your ability to assist the school in protecting confidential data stored on the school's network and devices and addressing all applicable student data privacy and security requirements under which the school must operate.
- Describe your proposed approach to protecting against security breaches of the school's network, including your proposed approach for who would be responsible in the event of a security breach.
- Describe your proposed procedures for responding to support requests from administration and staff, including any help desk system that you have in place for submission of service requests. If multiple steps are involved, please indicate who is responsible at each step and applicable timelines for responses, actions, and identify established follow up procedures if any.
- Please identify any additional value-added services your company provides that would reduce expenses that the school would otherwise incur.
- Indicate your hours of operation. Note: due to the nature of the services contemplated within this RFP, the school expects the successful Bidder to provide service and support in a timely manner, both during regular business hours of approximately 7:30 am to 4 pm, Monday through Friday, as well as other times to address emergencies and other unforeseen problems that the school might encounter.
- Indicate your willingness to enter into a service agreement using the form attached to this RFP as Schedule 1. Specify any provisions that you would not be willing to enter into as well as any proposed additional or alternative contractual provisions.

c. Budget and Estimated Pricing.

- i. **Equipment.** To provide a uniform basis on which the school may evaluate the cost of each proposal, evaluation of the equipment cost element will be based on the Sample Technology Equipment list in Appendix A2. The list provided is merely a sample intended to allow the school to compare pricing on selected pieces of equipment. By providing this list, the school does not represent that it will actually implement all or any

of the elements contained therein and does not bind itself to any aspect of the equipment list with respect to a Bidder selected to provide Technology services.

All Bidders must complete the cost breakdown table in the Sample Technology Equipment. Please provide specifications for the equipment listed based on your recommendation.

- ii. **Services.** All Bidders must also provide a cost breakdown for providing the school with all necessary ongoing support and maintenance services through June 30, 2024, and renewable at the end of each year for up to three years. Bidders should specify what services are included in ongoing maintenance and support. Bidders are invited to provide both an hourly fee cost proposal and/or a fixed fee cost proposal for ongoing maintenance and support services. While remote support is expected, Bidders should provide the cost for onsite support every week.
- Bidders may submit a proposal for any or all of the services listed in Section 04 and Exhibit A. In addition, Bidders may submit proposals for additional services. The school does not represent that it will actually implement all or any of the elements contained therein and does not bind itself to any aspect of the services list with respect to a Bidder selected to provide Technology services.
 - **Onsite Support:** Proposals should include the cost for remote support and onsite support. A minimum of 4 hours per week of onsite support will be required, proposals should include the cost associated with various options of onsite support ranging from the minimum of 4 hours to 40 hours a week.
 - **Response Times.** Proposals should include the response times for the levels of severity in the chart below.

Severity	Response Time	Resolution Time	Definition	Examples
Emergency Response	Within 1 Hour	Within 1 Hours	Service not available (all users and functions unavailable). Organization or Campus wide outage or major service degradation	<ul style="list-style-type: none"> • Time critical work is impacted; • Internet Down at a campus Wireless Down
Quick Response	Within 2 Hours	Within 2 Hours	Significant degradation of service (large number of users or school critical functions affected)	<ul style="list-style-type: none"> • Internet/wireless problems effecting multiple users • Non-critical server or application issue.
Normal Response	Within 4 Hours	Within 4 Hours	Limited degradation of service (limited number of users or functions affected, school process can continue).	<ul style="list-style-type: none"> • System adversely impacted; • Some important features which are critical are affected; • Unable to access shared drive/printer;
Project/ Non SLA	N/A	N/A	Request/Scheduled Maintenance: Minimal user impact; includes feature requests and other non-critical questions. Projects	<ul style="list-style-type: none"> • A request for information; • Documentation clarification; • No immediate impact on user functionality; • Suggestions/ requests for new product features and enhancements.

- iii. Selection of the Technology Service Provider will be based on the responses to the above-listed components in relation to the Evaluation Criteria set forth in the following section.

SECTION 05: EVALUATION CRITERIA

Note: Proposals that are not compliant with proposal specifications will not be considered.

Proposal Price (30 Points): This criterion is based on the Bidder's budget and estimated pricing for providing the ongoing maintenance and support services as well as the equipment set forth in the Sample Technology List. This includes the Bidder's ability to provide a budget that is thorough, specific, and supports the needs of the school. The points assigned to each Bidders cost proposal will be based on the lowest proposal price. The Bidder with the lowest Proposed Price will receive 100% of the price points. All other Bidders will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. The formula to compute the points is: Cost Points x (Lowest Proposed Price/Proposed Price)

Experience (20 points): This criterion is based on the overall depth and quality of the Bidder's experience providing the required services to charter schools (or similar) as demonstrated in the proposal. A Bidder's experience working with current clients who are charter schools will be weighted more heavily.

Scope of Services (20 points): This criterion is based on the Bidder's demonstrated expertise and ability to provide the full scope of required services to charter schools. This criterion includes the Bidder's willingness to enter into a service agreement on the terms proposed.

Local Preference – Geographic Proximity (20 points): This criterion is based on the Bidder's geographic proximity to TBLA's schools. A Bidder's proximity to the school will be weighed more heavily.

Personnel Qualifications (5 points): This criterion is based on the demonstrated qualifications of the Bidder's personnel.

Quality of References (5 points): This criterion is based on the information obtained regarding the quality of the Bidder's services from the references provided. Information obtained from references that are charter schools currently working with the Bidder will be weighed more heavily.

Total points available based on Evaluation Criteria: 100 points

APPENDIX A REQUIRED RESPONSE FORMS

Instructions: The following forms **MUST** be completed and submitted as part of the Proposal.

Appendix A01: Contractor Cover Letter with Information

Appendix A02: Pricing Proposal for Services and Sample Technology Equipment

Appendix A03: Service Proposal

Appendix A04: Subcontractors

Appendix A05: References

Appendix A06: Familial Relationship Affidavit

Appendix A07: Non-Collusion Affidavit

A Proposal must include a completed copy of each form, in the order listed above. Failure to submit each of the above forms may cause for rejection of a Proposal.

APPENDIX A01 CONTRACTOR COVER LETTER WITH INFORMATION

Prospective Bidders are required to submit a written "Contractor Cover Letter with Information" via email. By submitting a "Contractor Cover Letter with Information", a prospective Bidder will receive future amendments and notices concerning this RFP.

It is mandatory that each proposal contain a cover letter which includes the following:

- A statement of the Bidder's intent to provide the services outlined in the proposal;
- The complete company name and address;
- The company contact person's name, phone number, and email address;
- The company's website, if applicable;
- The signature of the company's authorized representative, including position/title;
- The date of submission.

Submission of a proposal will be construed to mean that the Bidder understands the requirements contained herein, and the Bidder can supply the described services.

Authorized signature in the cover letter certifies that the Proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

Authorized signature also certifies that this company has no business or personal relationships with any other company or person that could be considered a conflict of interest or potential conflict of interest with TBLA, and that there are no principals, officers, agents, employees, or representatives of this company that have any business or personal relations with any other companies or persons that could be considered a conflict of interest or a potential conflict of interest with TBLA, pertaining to any and all work or services to be performed as a result of this RFP and any resulting Contract with TBLA.

Prospective Bidders should email this information and the proposal to:

Haritha Dasari
Director of Technology & SIS
Phalen Leadership Academies
hdasari@phalenacademies.org

APPENDIX A02 PRICING PROPOSAL

1. **SERVICES.** Complete and submit pricing for each service proposed. Clearly identify the monthly/annual, not-to-exceed fee, by service, through June 30, 2024 (Year 1).
 - a. Also include the pricing proposed for Year 2 and Year 3 since these are additional years that the school may opt to renew.

2. **SAMPLE EQUIPMENT.** Complete and submit pricing and specifications for the equipment listed in the Sample Technology Equipment list below.

Equipment	Proposed Price	Proposed Specification
Student Chromebook		
Student Windows Laptop		
Student Apple Laptop		
Student iPad		
Teacher/Staff Chromebook		
Teacher/Staff Windows Laptop		
Teacher/Staff Apple Laptop		
Teacher/Staff iPad		

APPENDIX A03 SERVICE PROPOSAL

Prospective Bidders are required to submit a response to the proposal specifications in Section 04 Proposal Specifications and Schedule 1 Exhibit A.

APPENDIX A04 SUBCONTRACTORS

List any subcontractors that will or may be used. Provide the following:

Subcontractor Name

Subcontractor Address

Subcontractor Phone Number

Have you worked with this subcontractor within the last 12 months?

What scope of work will this subcontractor perform?

APPENDIX A05 REFERENCES

Please list the entities for which your company currently provides any of the services contemplated by this RFP. Attach an additional sheet if necessary.

Preference is given for K-12 schools for which this service is currently being performed by your company, or has been performed within the past three (3) years by your company.

REFERENCE INFORMATION

Reference Company/Organization Name:

Contact Name:

Contact Phone Number:

Date of Service Initiation:

Date of Service Completion:

Services Provided:

APPENDIX A06 FAMILIAL RELATIONSHIP AFFIDAVIT

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE Bidder AND FURNISHED WITH EVERY BID

FAMILIAL RELATIONSHIP AFFIDAVIT

STATE OF _____
COUNTY OF _____
TAX ID#: _____

_____, being duly sworn, deposes and states that they are the _____ (title) of "Bidder," which has submitted to the School a Proposal to provide services as the Technology Services Provider, and hereby represents and warrants, except as provided below, that no familial relationships exist between the Bidder or any employee of the Bidder, the charter management company, and any member of the Board of TBLA or the staff of TBLA.

(If no exceptions, please state.)

List any Familial Relationships:

Affiant's Signature

On this _____ day of _____, 2023, before me, a Notary Public, in and for the above-referenced county, personally appeared _____, who made oath that they have read the foregoing Affidavit of Bidder – Familial Relationships, by they signed and that the contents thereof are true, except as to those matters stated therein to be based on information and belief, and as to those matters, he believes same to be true.

_____, Notary Public State of Indiana, County of _____
My commission expires: _____,
Acting in the County of _____, Indiana

APPENDIX A07 NON-COLLUSION AFFIDAVIT

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE Bidder AND FURNISHED WITH EVERY BID

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____
TAX ID#: _____

_____, being duly sworn, deposes and states that they are the _____ (title) of "Bidder," which has submitted to the School a Proposal to provide services as the Technology Services Provider. Except as specified below, the Bidder constitutes the only firm having any interest in the Proposal or in any contract, benefit or profit which may, might or could accrue as a result of said Proposal, said exceptions being as follows:

(If no exceptions, please state.)

Affiant further states that said Proposal is, in all respects, fair and is submitted without collusion or fraud, and that no employee, administrator or Board member of TBLA is directly or indirectly interested in the Proposal.

Affiant's Signature

On this _____ day of _____, 2023, before me, a Notary Public, in and for the above-referenced county, personally appeared _____, who made oath that they have read the foregoing Non-Collusion Affidavit, by they signed and that the contents thereof are true, except as to those matters stated therein to be based on information and belief, and as to those matters, he believes same to be true.

_____, Notary Public State of Indiana, County of _____
My commission expires: _____,
Acting in the County of _____, Indiana

Schedule 1: SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this “Agreement” or “Contract”) is entered into by and between _____ (“Provider”) and Thea Bowman Leadership Academy (“Client”). The effective date of this Agreement is the date this Agreement has been signed by Provider and Client (the “Effective Date”). Provider and Client may be referred to hereafter as the “Parties” or individually as “Party”.

RECITALS:

- A. WHEREAS, Provider is an information technology service provider that desires to provide certain information technology services to Client (the “Services”);
- B. WHEREAS, Client desires to contract with Provider for Provider to provide the Services to Client; and
- C. WHEREAS, the Parties desire to enter into this Agreement to memorialize the understanding between the Parties regarding the terms and conditions upon which the Services will be provided by Provider.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

AGREEMENT:

- 1. Recitals. The Parties hereto agree that the Recitals set forth above are accurate and correct and the same are incorporated herein by this reference.
- 2. The successful Bidder’s Proposal is hereby incorporated by reference and made a part of this agreement as if fully set forth herein.
- 3. Equipment. In connection with the Services provided under this Agreement, Provider agrees to provide to Client equipment as requested by Client and/or as necessary to provide the Services. However, Client shall have no obligation to purchase from Provider all or any portion of the equipment that it may require. For equipment that Client purchases from Provider, Provider will bill Client the most cost effective and competitive price available for the equipment. Provider will provide to Client, upon Client’s request, copies of source documents pertaining to equipment provided to Client, including invoices and shipping documents.
- 4. Authorization to Perform Services.
 - a. Client will ensure that only its representative(s) who have authority to request Services may submit a service request ticket through Provider’s Help Desk system(s).
 - b. Client will identify for Provider the Client representative(s) authorized to request the performance of Services through channels other than Provider’s Help Desk system.
 - c. Client will also identify for Provider the Client representative(s) authorized to request equipment from Provider.
 - d. Provider acknowledges that purchases by client are subject to approval by Client’s Board of Directors in accordance with Client Board policy.

- e. Client will provide the Provider with remote access to the Client network, credentials with administrative rights to the Client network, a designated representative for the Client with whom the Provider will coordinate technology support efforts, physical access to required rooms and equipment.
 - f. In the event that the Provider becomes aware of the need to perform Services or provide equipment in connection with an emergency situation that the Provider determines is likely to result in risk, damage, and additional expense to Client if not addressed immediately, Provider will make reasonable efforts to notify the representative(s) designated by Client and obtain verbal authorization prior to providing the Services and/or equipment. Notwithstanding the foregoing, in the event the Provider does not receive a timely response from the Client's representative(s), Provider may perform *reasonable* Services and provide equipment that it reasonably determines are required to protect Client from incurring significant additional expense or risk or damage, and it shall not be a defense to payment for *reasonable* Services or equipment provided in such a situation that Provider did not receive verbal authorization after making a reasonable attempt to obtain such authorization. The cost associated with such Services or equipment shall be *reasonable*.
 - g. For Services that are planned in advance but are not regularly scheduled, ongoing maintenance and support, Provider will provide a quote to Client detailing the Services to be provided, the estimated or maximum time to be spent on those Services, the specifications of equipment to be provided, and the estimated or maximum cost. Provider will not provide such Services or equipment until it has received proper authorization from Client.
5. Coverage, Availability and Response Times.
- a. Coverage. [Agreed upon coverage for remote and onsite support based on Provider's proposal].
 - b. Availability. The Client will submit the annual school calendar to the Provider. Any scheduled contract visit that falls on a day that the Provider is open for support but the Client is closed or otherwise unavailable, per the school calendar or due to another circumstance, the Provider will reschedule onsite visits to the next available mutually agreed schedule. Conversely if the Client is open and/or available for support and the Provider is unable to provide support, the support visit or service will be credited to the Client.

c. Response Times. [Agreed upon based on Provider’s proposal.]

Severity	Response Time	Resolution Time	Definition	Examples
Emergency Response	Within Hour	Within Hours	Service not available (all users and functions unavailable). Organization or Campus wide outage or major service degradation	<ul style="list-style-type: none"> Time critical work is impacted; Internet Down at a campus Wireless Down
Quick Response	Within Hours	Within Hours	Significant degradation of service (large number of users or school critical functions affected)	<ul style="list-style-type: none"> Internet/wireless problems effecting multiple users Non-critical server or application issue.
Normal Response	Within Hours	Within Hours	Limited degradation of service (limited number of users or functions affected, school process can continue).	<ul style="list-style-type: none"> System adversely impacted; Some important features which are critical are affected; Unable to access shared drive/printer;
Project/ Non SLA	N/A	N/A	Request/Scheduled Maintenance: Minimal user impact; includes feature requests and other non-critical questions. Projects	<ul style="list-style-type: none"> A request for information; Documentation clarification; No immediate impact on user functionality; Suggestions/ requests for new product features and enhancements.

6. Additional Statements of Work.

- a. Provider shall perform the Services and provide the software and licenses set forth in Exhibit A, attached hereto, without obtaining prior authorization from Client. If, in the course of providing Services described in Exhibit A, Provider becomes aware of any additional Services not clearly within the scope of Services described in Exhibit A that it believes are necessary, Provider shall obtain authorization as required by this Agreement prior to performing such Services (each, a “Statement of Work”). In the event of any conflict between the terms of this Agreement and a Statement of Work, the terms of this Agreement shall govern, unless the Statement of Work expressly references and supersedes the conflicting provision in this Agreement.
- b. Each Statement of Work shall contain, among other provisions, (i) a description of the Services to be performed by the Provider, (ii) a list of the deliverables to be provided, if any, (iii) any acceptance testing or acceptance criteria for such deliverables, (iv) the delivery or performance schedule, (v) all fees for the Services, and (vi) all expenses to be reimbursed by the Client, if any.
- c. The Client may from time to time make changes to the scope of work set forth in a Statement of Work.

7. Cost of Services; Alternative Billing.

- a. The cost of the Services will be based on the actual service hours expended by Provider personnel. Exhibit B, attached hereto, sets forth the hourly rate that Provider will charge Client for the Services under this Agreement as well as good faith estimates of the cost that Client will incur for Services under this Agreement. The Parties acknowledge that Provider is not bound by the estimates set forth in Exhibit B, and the actual costs incurred may exceed such estimates.

- b. The Parties anticipate that the Client may request that Provider provide Services and equipment in connection with special projects, which may include but not be limited to the purchase and set-up of new servers, for example. The Parties may choose to establish alternative billing arrangements for such projects, which may include a fixed fee. In the event the parties elect to establish a fixed fee or other alternative billing arrangement for a project, the Parties acknowledge that it will be based on a quote that clearly identifies the specific Services and specifications of equipment to be provided as well as any related Services that are not included as part of the special project.
8. Quality and Timeliness.
 - a. Provider agrees to perform the Services for the benefit of Client and be responsible for the quality and timeliness of the Services.
 - b. With respect to Services where Provider is responsible for providing notice to Client representative(s) and Provider has provided such notice to the designated Client representative(s), Provider shall be held harmless for Client's failure to act on the information provided by Provider.
9. Client Cooperation. Client hereby agrees to provide timely responses to Provider's inquiries concerning the Services and equipment. Client acknowledges that failure to provide timely responses to Provider's inquiries may result in delays in the provision of Services and equipment. Provider will be held harmless for damages arising as a result of Client's failure to timely communicate with Provider.
10. Payment.
 - a. Client shall pay Provider for services performed at the hourly rate shown in Exhibit B or at the cost agreed to by the Parties pursuant to an alternative billing arrangement, as applicable.
 - b. Provider will submit monthly invoices to Client for the Services Provider has performed and equipment Provider has provided during the previous month.
 - c. All invoices that include fees for Services billed at an hourly rate will reference the ticket number in Provider's Help Desk system pertaining to those Services, which ticket will include (1) the date and time that the Services were provided, (2) the technician providing the Services, (3) a description of the Services, (4) a designation of whether the Services were performed at the Client's facility or remotely, and (5) the name of the client representative who authorized performing Services or providing equipment. Invoices will clearly correlate equipment provided with Services related to the repair, installation or set-up of such equipment.
 - d. Provider will not double bill for Services performed at an hourly rate. Specifically, in the event an Provider technician is able to and actually performs two separate Services simultaneously, Provider will not bill for both Services that were simultaneously performed.
 - e. Payment is due within forty-five (45) calendar days of the date the invoice is issued.
11. Taxes. Each invoice shall include as separate items any state and local taxes, however designated or levied, that are applicable to the Services covered by such an invoice.
12. Change Orders. Changes or alterations to the Services or equipment requested by Client, including but not limited to Services or equipment provided as part of a special project, may obligate Client to pay additional costs to Provider. Change orders will be prepared by the Provider and provided to Client and shall outline the changes to the Services and/or equipment and the corresponding changes to the cost of such Services and/or equipment. Client must agree to the changes set forth in the change order prior to the Provider beginning any work under the

change order. If Provider is unable to meet Client's desired completion deadline due to delays by Client or changes requested by Client, or due to causes outside the control of Provider, Client agrees to indemnify and defend Provider from any damage, liability, or harm suffered by Client with respect to Provider's inability to complete the Services or provide the equipment prior to Client's desired completion deadline.

13. Insurance. Provider will maintain in force throughout the term of this Agreement general liability and worker's compensation insurance in the amount of at least \$1,000,000 per occurrence/\$2,000,000 aggregate and professional liability insurance in the amount of at least \$500,000. Upon request, the Provider will provide to Client a certificate of insurance naming Client as additional insured.
14. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Indiana.
15. Compliance with Laws: Each party to this Agreement represents, warrants and covenants to the other party that it shall comply with all applicable foreign and United States federal and state laws, rules and regulations in its performance of this Agreement, including but not limited to, all privacy and protection laws, rules and regulations which are or which may in the future be applicable to the Services.
16. Term. The initial term of this Agreement shall be for the months required to get to June 30, 2024. The Agreement may be renewed for up to two (2) additional one (1) year terms at Client's option.
17. Termination. Client may terminate this Agreement prior to the end of the initial one year term or any subsequent renewal term specified herein in the event that Provider fails to remedy a material breach of the Agreement within thirty (30) days after receipt of written notice of such breach from Client. In the event Client terminates this Agreement prior to the full completion of the initial term or any renewal term, within five (5) business days of such termination, Client shall pay Provider for all the Services Provider has performed up to the date of termination (the "Termination Date"). The Termination Date shall be the date that is thirty (30) days after Provider receives written notice from Client regarding a material breach of the Agreement that Provider fails to cure.
18. Return of Property. Upon the termination of this Agreement or upon the request of the Client, the Provider agrees to end all further use and utilization of, to immediately return to the Client the original version of, and to delete or destroy all copies of any and all papers, drawings, tabulations, reports, computer programs, other documents or equipment, tools or facilities furnished by the Client or electronic communication including any of the above.
19. Indemnification/Release.
 - a. General; Personal Injury; Damage to Personal Property: Both parties agree to take all necessary precautions to prevent injury to any persons (including employees of either Party) or damage to any property (including property of both Parties) during the term of this Agreement. Each Party and any of the Provider's selected Subcontractors shall indemnify, defend and hold harmless the other and its Affiliates and each of their respective officers, agents, directors, customers, and employees from and against any claim, loss, damage, cost, expense (including reasonable attorney's fees and disbursements) or liability, including but not limited to liability as a result of injury to or death of any person or damage to or loss or destruction of any property, resulting in any way from or arising out of any act or omission, or in connection with the performance of or failure to perform this Agreement, by the Client, Provider or a Provider subcontractor or an agent of either Party or an employee of any one of them, regardless of the

negligence of either Party, except only where such claim, loss, damage, cost, expense or liability results solely and directly from the gross negligence or willful misconduct of the other Party. Further, the indemnifying Party assumes the entire responsibility and liability for losses, expenses, and damages to property of the indemnified Party caused by the act(s) or omission(s) of the indemnifying Party, its employees or the Provider's performing under this Agreement.

- b. Non-Infringement: The Provider and its subcontractors shall indemnify, defend, and hold harmless the Client from and against any claim, loss, damage, cost, expense (including reasonable attorney's fees and disbursements) or liability arising out of or relating to any claim alleging that the Services, or the use of any part thereof, infringes, misappropriates or violates any patent, copyright, trademark, trade secret, know-how, moral rights or any other intellectual property rights of a third party.
- c. Breach of Confidentiality: Each party to this Agreement shall indemnify, defend, and hold harmless the other party and their Affiliates and each of their respective officers, agents, directors, customers, and employees from and against any claim, loss, damage, cost, expense (including reasonable attorney's fees and disbursements) or liability arising out of or relating to any claim which is based upon, or is the result of, any breach by a party to this Agreement of any of the provisions of Section 15 or 34..

- 20. Performance. Each Party shall use commercially reasonable efforts to fulfill its respective obligations hereunder, but each Party shall in no event be responsible for any failure or delay in performance due to any catastrophe, act of God or government authority, civil strife, or any other cause beyond the control of such Party. In no event shall the Provider's liability exceed the sum of the payments received by Provider from Client under this Agreement.
- 21. Time is of the Essence. Time is of the essence with respect to all aspects of this Agreement and all of the Exhibits referred to herein.
- 22. Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of the Parties hereto.
- 23. Modification or Amendments. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by both Parties hereto.
- 24. No Assignment Without Prior Written Consent. The Parties hereto may not assign their respective rights or delegate their respective obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed by either Party. In any event, this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties.
- 25. Waiver. Any waiver by either Party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such Party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach whether or not similar.
- 26. Publicity; Use of Trademarks: Neither Party shall make any public statements or announcements relating to this Agreement without the prior written consent of the other Party. Neither Party shall display or use, in advertising or otherwise, any of the other Parties' trade names, logos, trademarks, service marks or other indicia of origin.

27. **Partial Invalidity.** Wherever possible, each provision in this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transaction contemplated hereby to be unreasonable.
28. **Captions.** Captions are used herein for reference only and shall in no way be deemed to define, limit, explain, or modify any provision hereof.
29. **Construction.** All Parties to this Agreement and their counsel have reviewed and have had the opportunity to revise this Agreement, and the normal rule of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.
30. **Successors and Assigns.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns.
31. **No Joint Venture.** It is not the intent of Provider or Client to, and said Parties do not, by execution of this Agreement, become partners, equity participants, or joint venturers of each other.
32. **Notice.** If either Party is required or permitted to send the other Party any notice, such notice shall be in writing and sent to the other Party at its address listed below by certified mail, postage prepaid, return receipt requested or by email at the corresponding email address listed below. Notices sent by certified mail shall be considered received by the other Party on the date that is three (3) calendar days after such notice is deposited with the U.S. Postal Service. Notices sent via email shall be considered received by the other Party on the date that is one (1) business day after the emailed notice is sent to the other Party:

To Provider: Thea Bowman Leadership Academy, 3401 W 5th Ave, Gary, IN 46406
To Client:

Any Party hereto may change its address for the purpose of receiving notices, demands, and other communications as herein provided by a written notice given in the manner aforesaid to the other Parties hereto.
33. **Separate Counterparts.** This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original and which counterparts shall together constitute and be one and the same instrument.
34. **Copy with same Effect as Original.** A copy of this Agreement signed by the parties, whether in electronic or hard copy form shall have the same effect as an original.
35. **Authority of Signers.** The persons executing this Agreement on behalf of Provider and Client warrant his or her authority to do so and to bind Provider and Client, respectively. Each party to this Agreement represents, warrants and covenants to the other party that (i) it has the requisite power and authority to execute and deliver this

Agreement and to perform all of its obligations hereunder; and (ii) the execution, delivery and performance of this Agreement does not and shall not result in a breach or constitute a default under any other agreement to which it is a party or by which it is bound. The Provider recognizes that the Client is subject to the regulations and requirements of the Drexel Foundation for Educational Excellence, Inc. and specifically, without limitation, to those regulations addressing contracting for services over \$10,000. Any contract entered into is subject to such regulations and requirements.

36. Entire Agreement. This Agreement represents the entire agreement between Provider with respect to the performance of the Services to be provided by Provider to Client and this Agreement supersedes any prior agreements, letters of intent, or understandings (whether written or oral) between the Parties.

37. Severability: In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date as defined above.

PROVIDER:

CLIENT:

DREXEL FOUNDATION FOR EDUCATIONAL
EXCELLENCE, INC

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule 1: Exhibit A

Scope of Work /Deliverables

Exhibit A is subject to the terms and conditions contained in the Service Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Service Agreement. In the event of any conflict or inconsistency between the terms of this Exhibit A and the terms of this Service Agreement, the terms of the Service Agreement shall govern and prevail.

The Service Agreement and this Exhibit A are for the maintenance and support of the Technology needs of the Client.

Provider shall provide a robust ticket management solution for tracking all client service requests and projects including ticket types and ticket metrics.

Services as follows in response to requests from the Client:

Strategic guidance, account management, technology training and project management:

1. Provider will provide expert guidance to staff on all technical issues, including systems and network design.
2. Provider will provide recommendations and oversee implementation of recommended solutions.
3. Provider will provide and recommend training as needed to Client staff to further support the areas below.
4. Provider will manage technology projects as requested.
5. Provider will assign a dedicated account manager to hold regular meetings with the Client that include review and discussion of important issues, upcoming requirements, and new service offerings that are available. The dedicated account manager will also review and send reports to discuss during account management meetings: Service Ticket Data, Number of Tickets for the previous month, Average response/resolution time, Service Type Breakdown, Warranty management reports, Backup management report, Technology procurement and professional development strategies.
6. Provider will create a long term technology plan for the school to support the school's needs.

Maintenance, support and inventory of devices and equipment

1. Provider will provide help desk support to the Client community remotely and onsite.
2. Provider will provide Remote Management & Maintenance (RMM) agent or similar on all compatible devices owned by the Client to allow for remote access to the device wherever it has an internet connection to allow for remote helpdesk support and scheduled updating of the critical patches as well as additional applications such as Java, Flash, and web browsers.
3. Provider will facilitate the repair and replacement of Client systems, devices, and equipment and user devices.
4. Provider will maintain inventory of devices and equipment.

Maintenance and support of the core systems and network:

Maintaining Client's computer network is required to keep the systems and network running properly. This area of maintenance and support is identified and managed by the Provider. This work is performed at least monthly.

5. Provider will provide systems analysis and service architecture design
 - a. Server, workstation, and peripheral analysis
 - i. Design server and workstation configurations as needed.

- ii. Oversee implementation of technologies mutually reviewed by both the Provider and the Client
 - b. Infrastructure analysis
 - i. Examine existing technology infrastructure
 - ii. Recommend improvements and changes to infrastructure to meet needs of the Client
 - iii. Oversee implementation of infrastructure modifications and make sure they meet required needs.
6. Provider will manage the health of the network through monthly management support, which includes but is not limited to:
 - a. Ongoing management of data & records: Files, digital media, document management systems, software licensing, contractual information and historical data in accordance with Client's applicable retention schedule.
 - b. Ongoing management of network connectivity (Internet connection, firewall, network switches (Layer2/Layer3), and remote/VPN access).
 - c. Ongoing management of endpoint and infrastructure security (firewalls, content filtering, antivirus, anti-spyware, anti-spam, and patch management)
 - d. Name resolution and IP management (two tiers of DNS; Internal and external DHCP and static).
 - e. Ongoing management of servers and services (like Virtual servers, DNS, DOMAIN, WEB, VPN, MAIL, PRINT, FILE, & BACKUP).
 - f. Management and deployment of updates and patches. (like VMware, Windows Server 2003/2008/2012, Vista, 7, Exchange 2003/2007/2010/2012 & OS X, server services, Windows, anti-virus, and user applications).
 - g. Maintenance and security of web and FTP sites.
 - h. Maintenance of user and network resources (usernames & passwords, logon scripts, network shares, and printers).
 - i. Email management (users, addresses, global address books, SPAM control, Webmail access).
 - j. Management of user applications.
 - k. Application monitoring hosted on the server environment to improve operations, efficiency and sustainability.
 - l. System-wide backups (data backups of core services and user files, also includes regular data audit).
 - m. Security risk removal (viruses, Malware, Spyware, and network security scans internal/external).
 - n. Analysis and documentation of systems and services (configurations, changes, designs, implementations, locations, and credentials for all network switches, routers/firewalls, wireless access points, servers, broadcasted wireless networks).
 - o. Access to online HelpDesk to input work orders and track service, and receive priority service for work orders.
 - p. 24x7x365 systems monitoring and access to 24x7x365 tech support.
 - q. External security scans and vulnerability assessments.
7. Provider will follow industry best practices to maintain and protect personally identifiable student data and to prevent data breaches. Provider will implement a cyber security framework as defined in state and federal guidance or any successor legal requirement, as it may be amended from time to time. In addition, Provider will function as the Client's Technology Security Manager and perform the responsibilities of the Client's Technology Security Manager as outlined in the Client's Data Governance Plan, including the following:
 - a. Overseeing Technology security at the Client's school(s);
 - b. Helping the Client to comply with Technology security laws applicable to the Client;
 - c. Providing training and support to Client's employees on Technology security matters;

- d. Investigating complaints of alleged violations of the Client's Technology security policies, procedures, or plans;
- e. Investigating alleged security breaches of the Client's Technology systems;
- f. Conducting data privacy and security auditing; and
- g. Reporting periodically to the Client's Board of Directors on the security of the Client's Technology systems.

Management and physical maintenance of property and equipment:

Provider will perform management and physical maintenance of property and equipment (computers, servers, equipment, etc.). Maintaining the computer network requires scheduled service to keep the network running properly. To ensure there is minimal downtime, Provider monitors core network equipment on an ongoing basis. If there is a problem, it is addressed as needed. If no problem is found, Provider will schedule and perform this type of work on an annual basis, generally during the summer school break. This area of maintenance and support is identified and managed by the Provider. This will include, but is not limited to:

1. Actively monitoring the network infrastructure, and reporting the up-time and status of network infrastructure equipment, including switches, routers, and access points.
2. Conduct after hours remote preventative maintenance procedures on all workstations and servers to maintain maximum performance.
3. Yearly cleaning of equipment: taking core server and switches down, using specialized tools to clean the inside and outside of the equipment, then bringing this part of the network back up.
4. Inspection of all equipment in the network for physical damage.
5. Performing any warranty work as required on equipment that has been provided by the Provider.

Core network products:

Provider will maintain and deliver subscription any services and certificates. This area of maintenance and support is identified and managed by the Provider. These are billed as required to maintain the subscription or renew the certificate. They may include:

1. Annual SSL Certificate Renewal. (There can be multiple SSL Certificates).
2. Provider -hosted offsite email gateway annual subscription.
3. Annual Provider DNS Filter annual subscription.
4. Firewall annual Subscription.

*note: This is a basic list to support the core network. This list may vary depending on the needs and products offered by the Client.

Definitions

Core Network: A core network, or network core, is the central part of a network that provides various services to customers who are connected by the access network. As part of the service, Provider supports this part of the network. Provider also monitors this network and addresses problems in real time.

Data: Distinct pieces of information usually formatted in a special way. Data refers to the documents and files that a user saves to their computer or to a network location. Provider has a backup scheme for data. This means all important documents can be accessed even in the event of a problem.

Network Connectivity: The physical (wired or wireless) connection of a computer network or an individual device to a network, such as the Internet or a LAN. Provider monitors both the network connectivity of the core network (central part of the network), and the network connectivity of individual PC, Mac, or tablets.

Name Resolution and IP Management: is a means of planning, tracking, and managing the Internet Protocol address space used in a network. It is important to plan and control this aspect of the network. A computer network can become very complex. Provider manages this for Client.

Servers: is a computer or software program. A server will run a program or provide a specific kind of service to another computer called a client. Provider supports servers as part of the maintenance and support Provider offers.

Server Updates: is a service provided by Provider that provides updates for the operating system and its installed components.

System Wide Patches: A patch is a piece of software designed to fix problems with, or update a computer program or its supporting data. This includes fixing security vulnerabilities and other bugs, and improving the usability or performance. Provider monitors and installs these patches.

Though meant to fix problems, poorly designed patches can sometimes introduce new problems. Provider tests and verifies patches to avoid this and potential downtime.

User-Names: are an identification used by a person with access to a computer, network, or online service. Provider keeps these up to date. Each employee is given a new and unique username.

Logon Script: is a file that runs automatically every time the user logs on. It can be used to configure a users working environment at every logon, and it allows an administrator to control a users environment without managing all aspects of it. Provider manages this for Client.

Network Shares: are shared resources or a device or piece of information on a computer that can be remotely accessed from another computer. These are sometimes called network drives. Provider sets this up and maintains this for Client.

System wide Backups: are a copy of a file or directory on a separate storage device; this is made in case the original was accidentally damaged or erased. Provider has a comprehensive backup plan. Provider offers both image level and file level backup. This gives Provider the ability to recover from any type of data loss.

Viruses/ Spyware/ Malware: Software that is designed to harm a network or PC. This can either cause a machine to lose data or can gather information and send it back to the creator of the software. Protection against this type of malicious software is important to have in place. Provider maintains this protection for Client.

SSL Certificate: SSL (Secure Sockets Layer) is a standard security technology for establishing an encrypted link between a server and a client—typically a web server (website) and a browser; or a mail server and a mail client. A SSL Certificate allows this connection to be established. All browsers have the capability to interact with secured web servers using the SSL protocol. However, the browser and the server need what is called an SSL Certificate to be able to establish a secure connection. Provider establishes and renews this certificate for Client.

DNS Filter: Internet filtering refers to blocking undesirable content on the Internet. It helps Client filter and deny access to any unwanted material. The person who sets up the filter provides a system to block certain data. It may include advertising, a virus, sexual content, file transfer, or other offensive material. When a user makes a request for a Web page that has been blocked, the Internet filter keeps the request from being completed. It either blocks it completely or redirects it to another location. Provider sets up and maintains and monitors this for Client.

Firewall: A system designed to prevent unauthorized access to or from a private network. A firewall is considered a first line of defense in protecting private information. Provider sets up and maintains the firewall. This is important to the security of the network.

Strategic Consulting: Consulting services offered by Provider. This includes Consulting for the current and future Technology needs of the school, consulting for new curriculum, and management and governance consulting. Provider offers this to Client at the flat hourly rate provided in the Agreement.

Schedule 1: Exhibit B
Estimated of Costs Under Service Agreement

	Rate	Year 1 Estimated Monthly Amount	Year 2 Estimated Monthly Amount	Year 3 Estimated Monthly Amount
Maintenance and Services [list specific services]				
Core Network Products [list specific products]				
...				