

PROPOSAL

ITEM

for

Client's Name
Address

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Introduction

XXXXXXXXXXXXXXXXXX. is a privately held information technology solutions company based in Central Florida. Since 2006, our staff has provided small and medium size businesses with reliable, professional-class network environments. We are a friendly, accessible network of technology engineers focused on adding value to your business. Our organization consists of a network of certified technicians and partner professionals ready to serve you immediately. Our name says it all, simple and to the point, Home or Business Information Technology Services.

Statement of confidentiality

This document is of a proprietary and confidential nature and all data submitted is provided in reliance upon the recipient's covenant to keep such information confidential and for the exclusive use of its employees, who receive or have access to the proposal, of the confidential nature of this item and to instruct each employee that he/she will not disclose any information concerning this document to others except to the extent that such matter are generally known to, and are available for use by, the public. The recipient of this document agrees that I will not duplicate or permit other to duplicate any material contained hereunder except for its own internal use.

Non-Solicitation of Employees

[Client] agrees that now and for two (2) year period after the termination of this agreement customer shall not hire, solicit for hire, or cause any third party to hire or solicit for any current employee or contractor introduced by XXXXXXXXXXXXXXXXXXXX to customer, or person whose employment with XXXXXXXXXXXXXXXXXXXX terminated during a two (2) year period prior to the solicitation for hire. This clause shall survive termination of this agreement for a period of two (2) years.

Terms and Conditions

1. Each party to this Agreement acknowledges to the other that each will have contact with employees, consultants, independent contractors or employees of independent contractors (herein collectively, "Employees") of the other in connection with ongoing performance pursuant to this Agreement, that such party's Employees will be rendering valuable services, the interruption or termination of which may cause serious disruption and damage to such party. Therefore, each party agrees that it will not solicit, hire, or retain, in any capacity whatsoever, either directly or indirectly, whether as employee, agent, independent contractor employee of independent contractor, and Employee of the other party who performed any service under this Agreement in any capacity whatsoever. The provision of this article shall remain in effect for the term of this Agreement and for a period of two years after the termination of this agreement.
2. Both parties acknowledge that failure to honor the Non-Solicitation Provision would result in the other party suffering substantial damages. As the exact amount of such damages cannot be readily quantified, the parties hereto agree that upon a breach of the Non-Solicitation Provision, the party in breach shall pay to the other party as liquidated damages (and not as a penalty) the sum of \$100,000 for such breach. The aforementioned liquidation damage provision in no way limits either's right to seek injunctive or other equitable remedies respecting such breach or continuing breach.
3. The work described will be performed in accordance with applicable XXXXXXXXXXXXXXXX specifications, assumptions and terms contained herein. If any of the customers' provided assumptions or applicable specification changes, prices for a specific task may be increased or decreased accordingly and deliverables may be delayed. All additional work required due to changes in assumptions, specifications, or conditions of the site, will only be performed pursuant to a valid change order.
4. It is assumed that the customer will provide ready access to all working areas of the project. Any delays experienced, which prevent the contractor from performing the duties of this contract, will be billed on a T&M basis separate from this proposal.
5. It is understood that XXXXXXXXXXXXXXXX will not be held responsible for any loss, damage or delays occasioned by fire, strikes or material stolen after delivery upon premises, lockouts, acts of God or the public enemy, accidents, boycotts, disturbed labor conditions, delayed delivery of materials from seller's suppliers, force majored, inclement weather, floods, freight embargoes, causes incident to national emergencies, war or other causes beyond the reasonable control of the seller, whether of like or different character, or other causes beyond his control.
6. Prices quoted in this contract are based upon the proposal will be accepted within thirty (30) days and are exclusive of applicable sales tax and shipping costs unless otherwise specified.
7. Customer will provide necessary space, proper lighting, electrical circuits, or any other environmental requirements needed for XXXXXXXXXXXXXXXX to perform work at the customer's location.
8. Prices contained herein are based on XXXXXXXXXXXXXXXX performing work between 8:30 AM and 5:30 PM, whenever and wherever possible, Monday through Friday, and January through December. XXXXXXXXXXXXXXXX holidays excluded. Also excluded are required network interruptions, cutover periods where specified or when agreed upon. If the customer requires XXXXXXXXXXXXXXXX to work other than indicated times or work hours other than those listed, and XXXXXXXXXXXXXXXX agrees to work such non-standard hours, hourly incremental overtime charges shall apply.
9. Payment terms of this agreement are Net 10 days.
10. XXXXXXXXXXXXXXXX will ensure that the work-site is clean and free of trash and debris on a daily basis.

11. Customer shall be responsible for providing storage and security for hardware/equipment on the job site.

12. All work will be performed in accordance with the XXXXXXXXXXXXXXXX standard practices and any state/local codes in effect at the time of contract signing.

13. Damage to work performed caused by other trades, will be repaired or replaced at the client's option, and billed on a T&M order separate from this proposal.

14. XXXXXXXXXXXXXXXX cannot be responsible for schedule delays caused by construction activities at the [Client] facility beyond direct control of XXXXXXXXXXXXXXXX Any such schedule delays will incur hourly incremental labor charges.

15. Billing for this engagement will follow this milestone invoicing schedule:

- 50% of the total fee upon execution of this Agreement
- 30% upon Delivery,
- 15% upon 'Live Date'
- Balance Due Upon Project Acceptance

Initial Here: _____

Date: _____

Cost

Hardware			
Software			
Professional Services			
Total Investment			

Approval of Proposal

I, the undersigned, as an authorized representative of [CLIENT], have read and accepted the terms and conditions of this proposal and request that XXXXXXXXXXXXXXXX provide the above products and services. Upon my approval of this proposal, XXXXXXXXXXXXXXXX a detailed project plan and a comprehensive set of acceptance criteria for my approval. Once these plans have been submitted and approved by me or my designee actual work will begin. Throughout the process we will receive regular progress reports and at project milestones will be called upon to review and approve the actual completion of each of the acceptance criteria. Once ail criteria have been demonstrated and accepted the project will be considered complete. Any additional services required outside the scope of these plans and criteria will be provided as a service outside of this project and will be billed separately.

Authorized Signature: _____

Title: _____

Date: _____