# Exhibit A: Pricing Worksheet

By signing and submitting this worksheet, Proposer agrees to the following:

* This pricing is valid for 9 months from the Proposal opening date.
* Pricing is comprehensive, complete, and list any available discounts. (You may provide supporting documents as desired.) All one-time and recurring costs must be fully provided, including any sub-contractors you propose and one-time and recurring costs for third-party software.
* The City expects services to be delivered onsite at the location of the Power7 machines, ***wherever*** they are located. Currently, both machines are physically located in Urbana, although at separate locations – see the table and the note below. It is possible that one or both machines could be moved, and the requirement for onsite service applies wherever the machines are located.

The City anticipates paying the complete amount of the agreement in a lump sum single payment, to be paid after executing the contract.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Qty** | **Service Product Description** | **Start Date** | **End Date** | **Current Location\*** | **Cost** |
| 1 | IBM Power 720 24x7 Onsite Hardware Maintenance **(Primary Machine)** | 1/4/2018 | 09/30/2019 | Vine St  |  |
| 1 | IBM Power 720 24x7 Onsite Hardware Maintenance  **(Backup Machine)** | 1/4/2018 | 09/30/2019 | Brookens |  |
| 1 | SWMA for IBM I Full 24x7 Onsite Software Maintenance **(Primary Machine)** | 1/4/2018 | 09/30/2019 | Vine St |  |
| 1 | SWMA for IBM I Full 24x7 Onsite Software Maintenance  **(Backup Machine)** | 1/4/2018 | 09/30/2019 | Brookens |  |
| 1 | SWMA DB2 Web Query System I Full 24x7 Software MaintenanceProduct #: 5733-WQX | Licensed for 2 cores | 1/4/2018 | 09/30/2019 | N/A |  |

**\* “Current Location” Physical Addresses:**

* Vine St = Urbana City Hall | 400 S. Vine St | Urbana, IL 61801
* Brookens = Brookens Administrative Center | 1776 E Washington St | Urbana, IL 61802
* N/A = not applicable. DB2 Web Query runs on the primary machine, but is available on the backup, too.

**Signature of Proposer’s authorized officer or agent:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Exhibit B: Terms and Conditions

Unless otherwise stated in this RFP, the following standard terms and conditions apply.

1. By submitting a proposal in response to this RFP, the Proposer shall be deemed and construed as acknowledging and accepting the terms and conditions provided in this Exhibit B. The successful Proposer which the City selects, if any, shall, hereinafter shall be referred to as the “Vendor.”
2. **Prices**. The prices shown on Exhibit A to the RFP are complete, including shipping, handling, installation, interest (if any), and all other charges.
3. **Payment; sales tax**. The City shall make payment not more than 30 days after it accepts all goods delivered or work performed and receives a correct bill. The City is not liable for payment delays caused by inaccurate bills or bills that lack the applicable P.O. number. The City is exempt from payment of sales tax.
4. **Warranties**. The Vendor warrants that its maintenance service shall conform to acceptable standards, customs and practices of the industry and that said services shall be performed in a professional, timely and workmen-like manner.
5. **Default**. In the event of a default, the non-defaulting party shall give written notice to the defaulting party. The written notice shall describe the nature of the default, the section of this Agreement which is deemed in default, and a reasonable time in which to cure the default. The defaulting party shall, within five (5) business days of receipt of the non-defaulting party’s notice of default, respond in writing to the said notice by either providing evidence that the default has been cured, a reasonable time in which the default will be cured if it cannot be reasonably cured within the time provided in the notice of default, or evidence insofar as why the defaulting party believes that it is not in default.
6. **Remedies on Failure to Cure Default.** If a defaulting party fails to cure the default identified in the non-defaulting party’s notice of default within the time provided in the notice of default or such other time as the parties may agree, the non-defaulting party may, at its election, either cancel this Agreement with no further obligation by the non-defaulting party to the defaulting party or initiate legal action for specific performance of this Agreement, to rescind this Agreement, and/or for breach and associated damages, together with reimbursement of all costs and expenses, including but not necessarily limited to actual attorneys’ fees incurred by the non-defaulting party. Any such action to interpret, enforce, rescind, or for breach of the agreement shall be initiated and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign, Illinois.
7. **Indemnification**. The Vendor shall indemnify, defend and hold the City harmless for any unlawful or wrongful act or omission undertaken, whether intentionally, willfully, wantonly, grossly negligent, or negligently, by the Vendor or someone under the Vendor’s control or at the direction of the Vendor. This indemnity, duty to defend and hold harmless provision shall run in favor of the City and each of its elected or appointed officials and employees. However, nothing herein shall be deemed or construed as requiring the Vendor to indemnify, defend or hold the City or any of its elected or appointed officials harmless or to defend them or any of them in connection with any unlawful or wrongful act or omission committed by the City or any of its elected or appointed officials or employees.
8. **Confidentiality**. To the extent that the Vendor shall have access to any equipment or software owned, leased, in the custody of, or used by the City which contains any City data, the Vendor shall keep and retain the confidentiality of any and all such data. To the extent that the Vendor shall have access to any software which is owned by a third person, the Vendor shall do nothing which in any way compromises or injuries the third person’s intellectual property rights and interests in such software. Nothing in this Agreement shall be deemed or construed as conveying, transferring or granting either party’s intellectual property rights, if any, each party has in its own respective intellectual property.
9. **Independent contractor**. The parties acknowledge that the Vendor shall be deemed an independent contractor to the City and that this Agreement shall not be deemed or construed as creating any formal association, partnership, or agency relationship between or among the parties to this Agreement.
10. **Force majeure**. Neither party will be deemed to be in default for performance delays caused by floods, earthquakes, fires, epidemics, wars, riots, or other civil disturbances. The City may cancel this Agreement after determining such delay will prevent the Vendor from successfully performing its obligations to the City as contemplated in this Agreement.
11. **Assignment**. The Vendor shall not assign or subcontract its rights without the City’s prior written approval. If the City approves any assignment of any part or all of the Vendor’s obligations under the agreement between them to a subcontractor, the Vendor shall remain fully responsible to the City as if no assignment was made and approved by the City. Nothing in any assignment of the Vendor’s responsibilities and obligations under the agreement shall be deemed or constructed as a release or waiver of the Vendor’s obligations or performance under the agreement.
12. **Entire agreement, Amendment**. This Agreement shall supersede any and all prior agreements, whether in writing or oral, by and between the parties hereto concerning the maintenance services to be provided for by the Vendor and the sums therefor to be paid by the City. This Agreement may be amended or modified only by a writing which is executed by the parties’ duly authorized officers or agents.
13. **Governing law**. The parties to this Agreement shall comply with any and all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation those pertaining to nondiscrimination, all of which as may be amended from time to time. The parties shall construe this Agreement according to the laws of the State of Illinois and the Urbana City Code. Any action to enforce, interpret, rescind, or for breach of this Agreement shall be initiated and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.
14. **Nonwaiver**. Either party’s failure to enforce any provision of this this Agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this Agreement, to be valid, must be in writing and signed by a duly authorized officer or agent of the respective parties.
15. **Prevailing wages**. The prevailing rates of wages are revised by the Department of Labor and are available on the Department's official website.
16. **Term and Termination**. This Agreement shall terminate automatically, unless otherwise renewed in a writing signed by the parties’ duly authorized officers or agents, with the close of the City’s business on September 30, 2019. In the event either party terminates this Agreement by reason of the other party’s failure or refusal to cure a default of which that party has been notified, the Vendor shall refund any advance payment made by the City with such refund being calculated based on the ratio of the number of days preceding the first date appearing on the notice of default to the total number of days covered by the Agreement. For example and by way of example only, if the Agreement runs for a period of 1095 days (three years), the agreed-upon price is $15,000 to be paid in three equal installments at the beginning of each year, the City paid $5,000 to the Vendor for year one, , and the Vendor fails to cure a default for which it received a notice of default dated June 30th, then the Vendor would reimburse the City $2,506.85 (($5,000 ÷ 365 = $13.699) x 183 days = $2,5.85).
17. **Survival**. The provisions of this Agreement pertaining to indemnification, hold harmless, duty to defend, confidentiality, independent contractor status, and governing law shall survive the termination or expiration of this Agreement.
18. **Invalidation**. In the event that a court of competent jurisdiction invalidates any part of this Agreement, the parties shall undertake a reasonable effort to renegotiate that portion of the Agreement so invalidated so as to comply with the court’s order, judgment or decree and to allow the parties to carry out and perform this Agreement as originally contemplated. If the parties are unable to amend this Agreement to cure the invalidated parts of this Agreement so that the parties may undertake their performances as contemplated herein but in a lawful manner, then this Agreement shall be deemed terminated in full as of the date the court entered such order, judgment or decree.

# Exhibit C: Acknowledgement of Addenda

Proposer has examined and carefully studied the Request for Proposal documents and the following Addenda, receipt of all which is hereby acknowledged.

If there are no Addenda, put “None” in the first column (“Addendum No.”) and submit the form.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Addendum No. |  | Addendum Date |  | Date Received |
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**Signature of Proposer’s authorized officer or agent:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_