



Request for Proposal (RFP) No. 23-01

Workstation Management

**Acquisition, configuration,
deployment, tracking, and patching of
laptops, desktops, thin clients,
printers, and accessories.**

Release Date:

March 1, 2023

Close Date:

March 29, 2024, 2:00 PM (EST)

University Bank
Craig Loree, Proposal Coordinator
2015 Washtenaw Ave.
Ann Arbor MI 48104
cloree@university-bank.com

All proposals must be complete and properly executed by the Vendor and received via email by the date and time above to be considered for award.

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General Invitation

UNIVERSITY BANK RFP No. 24-01 for Acquisition, configuration, deployment, tracking, and patching of laptops, desktops, thin clients, printers, and accessories.

1.0 INVITATION

You are invited to provide Proposals for solutions that address the workstation management needs of UNIVERSITY BANK and its subsidiaries. This includes offices primarily in Michigan, but could also include Florida, Indiana, Illinois, California, Texas and Wisconsin. UNIVERSITY BANK also has remote employees in many other states. We invite responsible proposers to respond to our request for workstation management.

UNIVERSITY BANK plans to select a single vendor to satisfy the workstation management needs of the organization. Our goal is to continue providing University Bank users with access to the best technology and most efficient workstation management at the lowest possible cost.

Additional desired outcomes of this RFP are to provide users with secure workstations that are fully patched in a timely manner with minimal disruption of their work process.

1.1 Pre-Proposal Conference

There will be a voluntary Pre-Proposal conference that allows service providers to ask questions about the RFP. The Proposal Coordinator and support staff will respond to Service Provider questions at the conference, and all responses will subsequently be confirmed in written addenda. Participants can attend via a conference bridge. For conference bridge information, send an email to cloree@university-bank.com.

1.2 Contact and Delivery

Any party interested in responding must send an email of Interest in writing to the Proposal Coordinator. Sealed Proposals **must** be received by **March 29, 2024 at 2:00 PM (EST)**. Proposals received after this time will be rejected. At that time, Proposals will be opened and identified by UNIVERSITY BANK or its authorized representative. UNIVERSITY BANK is a public entity, so all proposals are subject to public review. UNIVERSITY BANK reserves the right to reject any or all Proposals, and to waive any informalities or irregularities in the Proposal or the process. No proposal may be withdrawn within 90 days of the date proposals are opened.

The response must be made electronically. Send your proposal to:

UNIVERSITY BANK
Craig Loree, Proposal Coordinator
cloree@university-bank.com
Subject: **Workstation Management Proposal 24-01**

RFP SCHEDULE

2.0 SCHEDULE

2.1 Announcement of RFP Publication and Pre-Proposal Conference Dates

● RFP Released	March 1, 2024	
● Pre-Proposal Conference	March 15, 2024	2:00 PM (EST)
● Deadline for Request for Clarification	March 22, 2024	4:00 PM (EST)
● Proposal Deadline	March 29, 2024	2:00 PM (EST)

2.2 UNIVERSITY BANK reserves the right to revise the above schedule. Any changes will be made through the issuance via email of written addenda to the interested parties.

2.3 UNIVERSITY BANK reserves the right to cancel or reissue this RFP at any time without obligation or liability.

2.4 Definitions:

As used in this RFP, the terms set forth below are defined as follows:

Addenda	An addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
Exhibits	Documents attached to and incorporated as part of the RFP.
Proposer	An entity that submits a Proposal in response to an RFP.
Proposal due date	The date and time specified in the RFP as the deadline for submitting Proposals.
RFP	A solicitation document to obtain written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract where price will not necessarily be the predominant criteria.
Responsible	An entity that shows it can perform satisfactorily under a contract by meeting the applicable standards of responsibility.

OVERVIEW/BACKGROUND

3.0 UNIVERSITY BANK OVERVIEW

University Bank is owned by University Bancorp and was initially chartered as The Newberry State Bank located in Newberry, Michigan in the Upper Peninsula. While the bank was founded in 1890, a bank holding company owned by Stephen Lange Ranzini and Joseph Ranzini acquired controlling interest in the bank in 1988. Under Stephen Lange Ranzini's leadership as President and CEO of the Bancorp, the bank expanded into Sault Ste. Marie and doubled in size.

In 1994 Newberry State Bank sold its loans, deposits, and branches to another bank in the Upper Peninsula. Retaining the Bank charter, Stephen Ranzini changed the name of the charter to University Bank. Stephen Lange Ranzini was interested in relocating the bank charter to Ann Arbor because there was only one other community bank based in Ann Arbor at the time and this is a diverse, vibrant, and growing community. A new management team was recruited, and the bank opened in Ann Arbor in early 1996. After the initial management team was replaced, Stephen Lange Ranzini took over the direct day-to-day management of the bank in late 1997. The mission statement of our organization is:

Mission: We are a bank focused on listening and responding to our community's true needs and profitably providing the highest level of service to the people, small businesses and organizations that we serve.

The information and technical solutions UNIVERSITY BANK provides allow our business divisions to focus on serving their customers rather than worrying about their technology-related services. For more information about UNIVERSITY BANK, visit <https://university-bank.com>

4.0 PROPOSER AND PROPOSAL QUALIFICATIONS

4.1 Minimum Qualifications:

To qualify as a responsive proposer, the proposer must meet the following minimum qualifications.

- a) Proposer must be the manufacturer of or an authorized reseller for the Computer Hardware.
- b) Proposer must have ordering and configuration through an internet portal which can be customized or interfaced to meet the specific UNIVERSITY BANK needs and include contract pricing.
- c) Proposer must offer configure-to-order as an option for items in their catalog that includes customizable components.
- d) Proposer must have experience working with an organization in the financial industry or other high-security requirements environment.
- e) Proposer should be in a business of supply, delivery, installation, configuration, maintenance, and provider of Patch Management services for the last three financial years.
- f) Proposer should have a partnership(s) with the OEM(s) of the proposed technology.
- g) The Proposer should have positive net worth.

UNIVERSITY BANK reserves the right to disqualify any proposer who does not, in the viewpoint of University Bank, fully meet all of these requirements.

4.2 Required Submittals

Submit the original proposal in electronic format by emailing it to the proposal coordinator.

UNIVERSITY BANK

Craig Loree, Proposal Coordinator

cloree@univerity-bank.com

Subject: **Workstation Management Proposal 24-01**

4.2.1 Proposal Qualifications

Proposal documents detailing how the proposer meets the qualifications outlined in Section 4.1 above must include the following:

1. **Brand Name** Proposer must state the brand name of hardware they are offering in the Proposal. Proposers that represent more than one brand are not required to submit a separate proposal for each brand name. Proposers must include in their Proposal the brand name of hardware they represent and will sell under any resulting contract to UNIVERSITY BANK.
2. **Experience** Proposer must describe their experience in managing workstations. This includes their experience managing workstations in the financial sector. Please

provide three current references that University Bank may contact.

3. **Agent Reseller Usage** If Agent Resellers/Service Providers are proposed, Proposer must describe what products/services they will provide, how they are certified, how they are contractually bound to the Contract terms and conditions, and how their provision will be accurately tracked and reported.

4.2.2 Interpretation or Correction of Proposal Documents

Any substantive interpretation or correction, or any change of the Proposal Documents, will be made by written Addendum. Addenda may only be issued by email. Interpretations or corrections of, or changes to, the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

4.2.3 Addenda

All Addenda will be written. They will be emailed to those known by UNIVERSITY BANK to have received a complete set of Proposal Documents.

Each Proposer is responsible for confirming that it has received all Addenda before submitting its Proposal.

4.3 Acceptance of Proposal (Award)

4.3.1 UNIVERSITY BANK intends (but is not bound) to award contracts to the successful responsive Proposers, provided the Proposals have been submitted in accordance with the requirements of the Proposal Documents. UNIVERSITY BANK retains the right to waive any informality or irregularity in any Proposal(s) and to accept the Proposal(s) which, in its judgment, are in its best interests whether or not they are the lowest cost.

Announcement of Apparently Successful Service Provider: All Service Providers responding to the RFP shall be notified, by email, when UNIVERSITY BANK has determined the "Apparently Successful Proposer(s)." The date of announcement of the "Apparently Successful Proposer(s)" shall be the date of the announcement email.

4.4 Proposal Protest Procedures

4.4.1 A Proposer protesting for any reason the Proposal Documents, an RFP procedure, the award of the contract, or any other aspect arising from or relating in any way to the process shall cause a written protest to be filed with UNIVERSITY BANK within three business days of the event that gives rise to the protest and, in any event, no later than three business days after the date upon which Proposals are opened. The written protest shall include the name of the protesting Proposer, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest shall be delivered to:

UNIVERSITY BANK
Craig Loree, Proposal Coordinator
cloree@university-bank.com

Subject: **Workstation Management Proposal 24-01 - PROTEST**

5.0 TECHNICAL SPECIFICATIONS/RFP REQUIREMENTS

5.1. Introduction

UNIVERSITY BANK is releasing this Request For Proposals (RFP) to establish relationships with one or more Service Providers that will provide responsible and lowest-possible-cost access to workstation equipment and management in various configurations for the organization and its affiliates. This RFP covers the acquisition, configuration, deployment, tracking, and patching of laptops, desktops, thin clients, printers, and accessories.

The successful Service Provider(s) will be awarded the Contract that will be available to UNIVERSITY BANK and its subsidiaries. This contract will be awarded based on the responders' ability to meet the goals of the RFP and the Requirements specified below.

5.2 Goals for this RFP

- **Ongoing Competitive Pricing:** Provide pricing for workstations and equipment at the lowest-possible price and highest value and maintain competitive pricing in the face of ongoing changes in the marketplace over the life of the Contract.
- **Effective Patch Management:** Provide assurances that this RFP provides a highly effective patch management service, which maintains an optimal daily level of patched systems (minimal unpatched systems).
- **Continuing High Quality:** Provide assurances of high-quality management services and equipment purchased off of the Contract.

5.3 Service Product Requirements

5.3.1 Minimum Management Volume: The Proposer must demonstrate to UNIVERSITY BANK's satisfaction its ability to adequately manage the number of workstations (just over 300) of this contract. The Proposer's RFP response must state the Proposer's 2023 workstation management volume within the categories established by this RFP.

5.3.2 Account Representative: The Proposer must designate one individual to function as the account representative to coordinate support and services related to the contract.

5.3.3 Toll Free Access: The Proposer must provide toll-free telephone access to the account representative(s).

5.3.4 Voice Mail: The Proposer must provide voice mail as an option for the account representative assigned under the contract.

5.3.5 Internet Email: The Proposer must provide the ability for the account representative to send and receive email via the Internet.

5.3.6 Technical Support: Proposer must be able to provide to users, through a toll-free number, access to technical support, sales and replacement part information. (Technical support availability up to seven days per week, 24 hours per day is preferred). Warranty and support services shall be provided directly to the customer by or through the proposer.

5.3.7 Eight-Hour Turnaround: The Proposer must commit to providing a minimum of an eight-hour (one business day) response time to customer inquiries regardless of source (telephone, fax, Internet, or email). It is recognized that some inquiries require research that may exceed the eight-hour window. The intent is to provide product configurations, service adjustments and quotations within the eight-hour window. It should be extremely rare for the Proposer to exceed a one-day response time.

5.3.8 Account Management – The Proposer must offer an internal escalation process in tandem with University Bank to ensure that the ability to have multiple points of contact available if needed depending on the items or issue encountered.

5.3.9 Service Levels – The Proposer should identify service level agreements or objectives and report back on a regular basis to University Bank on their ability to meet these agreements or objectives.

5.3.10 Seller Qualifications

- a) **Certification and Assurances:** Proposer's response must include a *signed* copy of the Proposal Form.
- b) **Use Of Third-Party Vendors:** The Proposer must state whether third-party vendors are or are not being used. Third-party vendors must be listed in the Proposer's response under this Subsection. Changes in third-party participation in the Proposer's solution during the course of the Contract must be reviewed with and approved by UNIVERSITY BANK.
- c) **Seller Profile:** The Proposer must briefly describe their company in one page or less, including the company's experience providing Manufacturer's products and services to large organizations. In addition, the Proposer must provide the information listed below.
- d) **Financial Sector Experience:** Proposer must demonstrate evidence of sales/service experience to the financial marketplace.
- e) **Name, Address, Telephone Number of the Legal Entity:** Provide the name, address, telephone number and facsimile number of the legal entity with whom UNIVERSITY BANK may execute any contract(s) arising from this RFP.
- f) **Legal Status:** Describe the legal status of Proposer, such as corporation or sole proprietor.
- g) **Name, Address, Telephone Number of Principal Officer(s) / Account Manager:** Furnish the name(s), address(s), telephone number(s) and facsimile number(s) of the principal officer(s) of the Proposer's company and the proposed account manager for any contract arising from this RFP.

5.3.11 Prior Contract Performance: If the Proposer has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Proposer to be in default.

a) Submit full details of all terminations for default experienced by the Proposer in the past five years including the other party's name, address, and telephone number. Present the Proposer's position on the matter. UNIVERSITY BANK will evaluate the facts and may, at its sole discretion, reject the Proposer's proposal if the facts discovered indicate that completion of a Contract resulting from this RFP may be jeopardized by selection of the Proposer.

5.4. Procurement Management Requirements

Proposer must manage selection of adequately rated equipment, order placement and tracking, shipping, equipment returns, sourcing and ordering of replacement parts.

5.4.1 Product Assembly Testing: All equipment must be delivered completely assembled and tested (to include burn-in). This operation is intended to preclude any 'dead on arrival' products. The cost of this service must be included in the cost of the product (i.e., the Proposer will not be able to bill separately for this service).

5.4.2 Product Shipping: All equipment must be shipped safely and securely packaged to avoid damage in transit. Shipping and tracking information must be provided via email to University Bank designates.

5.4.3 7-day Delivery – Workstations and all associated necessary equipment must be delivered within 7 calendar days of request.

5.4.4 Documentation: Proposer must provide access to complete operational and instructional manuals (via available media).

5.4.5 Workstation Support Tools: Proposer must provide workstation support tools to the buyer. It is necessary that these tools be able to be configured according to the needs of the buyer. (ie: requiring user permission for remote agent to connect to the session)

5.4.6 On-Line Pricing: The Proposer must provide net online pricing via a website. The buyer must be able to select the configuration options for the products being ordered. The online pricing must be refreshed at least every month. The Proposer must identify whether and when the website will provide the customer with status of the customer's orders.

a) If the Proposer has a website that is currently available to demonstrate the planned functionality in support of the contract, the Proposer should provide the URL and any passwords that the evaluator needs to access the site.

b) The Proposer's website in support of the contract must be fully operational within thirty days of the contract signing.

5.4.7 Shipping Costs: All costs for shipping to the Buyer’s location in a timely manner must be clearly stated on price lists and promotional material and must be clearly described in Proposer’s response to this RFP.

5.4.8 Price Reduction Protection: If the quoted price is reduced between the time the quotation is provided to the customer and the time the Manufacturer’s agent receives the customer’s purchase order, the customer shall receive the benefit of the price reduction. All price reductions posted by the manufacturer must be passed on to the customer. In no event shall the Manufacturer’s agent hold customer orders in anticipation of a price reduction and then not pass on the price reduction to the customer.

5.4.9 Covered Products: The list of products available for purchase under the contract will be limited to the products agreed upon by UNIVERSITY BANK.

5.4.10 Manufacturer’s Product Catalog Distribution: The Proposer must distribute Product Catalogs, Bulletins and/or Product Guides reflecting the Manufacturer’s offerings at least once per year to University Bank’s point of contact. The Proposer must also periodically announce the availability of any online resources and pricing tools available under the Contract. The Proposer must describe how the product catalog will be provided (such as a hard-copy mailing, email, or website posting).

5.4.11 Warranty and Asset Inventory Management – University Bank expects the Proposer to maintain a hardware and asset inventory that includes Desktops, Laptops, Thin Clients, Multi-function Desktop Printers, Docking Stations and notify University Bank of any potential service or warranty issues. The Proposer must also assist with managing the lifecycle of University Bank devices and maintain an equipment inventory to ensure our workstations are current during the contract period. Proposer will also manage workstation equipment warranty claims during the contract period.

5.5. Patch Management Requirements

The Patch management solution shall provide the following functionality while minimizing user impact to an acceptable level:

5.5.1 Universal Patching: Automatically manage patching of just over 300 endpoints for windows 10 & 11 (latest OS release) and third-party software, regardless of location, connection type or status.

5.5.2 Visibility: Provide visibility into patch compliance with flexible, near real-time monitoring and reporting and control from a single management console.

5.5.3 Onsite Resources: Provide onsite resources for administration of the solution which would include but not limited to day-to-day monitoring of the patch compliance, configuration, reporting, problem remediation, etc.

5.5.4 Reduce Risk: Reduce security risk by streamlining and reducing remediation cycles.

5.5.5 Best Fit Solution: The proposed patch management solution should best fit within the present bandwidth deployed in Bank's corporate network.

5.5.6 Documenting Standards/ Procedures: Including Roles & Responsibilities, classification of critical & non-critical assets.

5.5.7 Patch Source Validity: Ascertaining a validity of the patch source.

5.5.8 Testing & Backups: Patches to have gone through a testing cycle. That should include creating backups for easy rollback if necessary.

5.5.9 Business Impact: Methodology to ascertain whether a patch is required to be applied or not based on the business impact.

5.5.10 Patching Timelines: Documenting timelines of applying patches based on criticality and adhering to the timelines.

5.5.11 Deployment Options: Comprehensive Patch Deployment options and documentation of the same.

5.5.12 Version Reporting: Reporting of existing patches applied on the assets & software applications.

5.5.13 Real-time Reporting: Provide Real-time reporting information on which patches were deployed, when they were deployed, and who deployed them, as well as automatic confirmation that patches were applied for a complete closed-loop solution to the patching process.

5.5.14 Status Reporting: The solution shall continuously monitor and report endpoint state, including patch levels, to a management server. The solution shall also compare endpoint compliance against defined policies, such as mandatory patch levels as well as newly released patches.

5.5.15 On Demand Reporting/Updating: The solution shall be able to quickly create a report showing which endpoints need updates and then distribute those updates to the endpoints within minutes.

5.5.16 Installation Confirmation: Once a patch is deployed, the solution shall automatically reassess the endpoint status to confirm successful installation and immediately updates the management server in real time. The operators shall be able to watch the patch deployment process in real time via a centralized management console to receive installation confirmation within minutes of initiating the patch process.

5.5.17 Enforcement: The solution shall provide continuous endpoint enforcement and ensure that endpoints remain updated. If a patch is uninstalled for any reason, the solution shall automatically reapply it to the endpoint as needed.

5.5.18 Web and Email Reporting: The solution shall provide web reporting capabilities to view dashboards. Dashboards and daily emailed reports shall indicate which patches were deployed, when they were deployed, who deployed them, and to which endpoints. The dashboards shall

also show patch management progress in real time.

5.5.19 Training: The Vendor shall provide training of the deployed solution to designated Bank personnel.

5.5.20 Licensing: All S/W Licenses to be in the name of University Bank

5.6. Project Scope

Project pricing, terms and timelines will be as follows:

5.6.1 Pricing – Proposer will provide both three-year and five-year term pricing for proposed services.

5.6.2 Terms – Proposer will comply with the following terms of the project.

- a) Proposer to design, procure, supply, install, commission, customize, test, implement, integrate and maintain the Patch Management solution.
- b) Proposer to specify cost for Patch Management as a separate line item.
- c) Proposer to rollout the proposed solutions covering all the Bank's locations and shall provide onsite resources for administration of the solution.
- d) The Proposer is required to deploy the above solutions adequately sized and scalable Hardware, Software, Applications, Tools, Utilities, and related services as per specifications, terms and conditions and scope defined in this RFP
- e) Proposer should comply and maintain all regulating compliance of regulators of Bank including its Information Security department with respect to End Point Patching solution. This includes compliance with the installation and configuration of the Bank's security solutions.
- f) Impart Training and Knowledge to the Bank's management and personnel.

5.6.3 Timeline – Preparation to migrate will commence upon the awarding of the contract. The go-live date will be open to discussion but must not be later than May 1, 2024.

EXHIBIT A

CONTRACT FOR THE PURCHASE OF COMPUTER HARDWARE BETWEEN UNIVERSITY BANK AND PROPOSER

NOTE: A Proposer may submit its own standard contract terms and conditions for UNIVERSITY BANK's consideration in response to this RFP. Proposers taking exception to the General Purchasing Contract must address in their Proposal the specific language in General Purchasing Contract and submit exact contract modifications that the Proposer would prefer. Exceptions may, at the sole discretion of UNIVERSITY BANK, be grounds for disqualification from further consideration in the award of this Contract. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract.

This General Purchasing Contract ("Contract") is made by and between UNIVERSITY BANK ("Buyer") and _____ ("Seller") and is effective upon the later date written below. Buyer and Seller agree as follows:

- 1. Purchases and Sale of Goods.** Seller will sell and deliver to Buyer, and Buyer will purchase from Seller the goods described in this document and attachments hereto ("Goods"). Buyer does not guarantee to purchase any minimum or maximum quantities of Goods. Details that are necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed, or furnished by Seller without any increase in compensation otherwise payable under this Contract.
- 2. Performance of Work.** Seller shall comply with all of the provisions of the RFP and the Contract Documents.
- 3. Term.** The Term of this Contract ("Term") shall commence on the effective date of this Contract and, subject to earlier termination as provided in the attached Standard Terms and Conditions, shall end three or five years thereafter depending on term chosen. The Term of this Contract may be extended for additional periods as mutually desired by the Buyer and the Seller.
- 4. Solution.** As full compensation for the Goods, Buyer will pay Seller the applicable sums for the Goods received by Buyer, if any, in accordance with the payment provisions of this Contract.

Buyer:
University Bank
By: _____

Title: Technology Director
Date Signed: _____

Address: 2015 Washtenaw Ave.
Ann Arbor MI 48104

Seller:

By: _____
Title: _____
Date Signed: _____

Address: _____

Standard Terms and Conditions of Purchase Contract

UNIVERSITY BANK RFP No. 24-01

1. Definitions

The following terms shall be defined as follows whenever used in this Contract:

1.1 "Buyer" is defined as UNIVERSITY BANK, any of the individual subsidiaries in the states of Michigan, Florida, Indiana, Illinois, California, Texas and Wisconsin among others.

1.2 "Indemnities" is defined as Buyer, their successors and assigns and the respective directors, officers, employees, agents and representatives of Buyer and their successors and assigns.

1.3 "Seller" is defined as the Seller identified in the Contract. If Seller is composed of more than one person or entity, then each such person or entity shall be jointly and severally liable as Seller under this Contract.

2. Price and Payment

Payment of the specified Prices shall constitute full compensation for the Goods and satisfactory performance of all the Seller's obligations under this Contract. Such Prices shall be subject to adjustment as specifically provided for elsewhere in this Contract. Should the list price decrease, the cost to the Buyer shall be determined by applying the discount percentage to the new list price. Seller shall separately identify on the Schedule of Prices and the applicable invoice of Seller any applicable taxes arising out of the sale of the Goods payable by Buyer. Any time periods specified for accepting any discounts shall commence upon, and Buyer shall pay the appropriate amounts due 45 days after the later of (a) the date that Buyer receives Seller's correct invoice there for; or (b) the date that Buyer accepts the Goods (together with any required documentation) at the specified destination. If Seller fails to perform in a timely manner any of its obligations under this Contract the Buyer may, upon 10 days advance written notice to Seller of Buyer's intention to do so, perform the same and deduct or offset such amount from the compensation payable to Seller under this Contract or otherwise charge to or recover from Seller the cost of such performance.

3. Delivery

Seller shall properly package the Goods for protection against damage or deterioration that may result from shipment, handling, storage or other cause. Seller shall ship the Goods from the specified point of shipment no later than the specified shipment date and shall deliver the Goods to Buyer FOB at the specified destination no later than the specified delivery date. Risk of loss or damage to the Goods shall remain with Seller until delivery of the Goods to Buyer at the specified destination at which time title to the Goods and such risk pass to Buyer.

4. Delays

Time is of the essence in the performance of Seller's obligations under this Contract. However, Seller shall not be liable for delays in delivery due to causes which (a) are not foreseeable; (b) are beyond Seller's control; and (c) cannot be overcome by Seller after using its best efforts to do so provided that Seller, within three days after the commencement of the delay or, if earlier,

the date on which Seller knew or should have known that the delay would occur, gives Buyer written notice of the circumstances giving rise to the delay, the anticipated duration of the delay and the action being taken by Seller to overcome or mitigate the delay.

5. Inspection

The Goods shall at all times be subject to inspection, testing and expediting by Buyer. No Goods shall be deemed accepted prior to final inspection and acceptance by Buyer at the specified destination. Failure of Buyer to inspect goods does not relieve Seller of its obligations or impair Buyer's right to reject defective or non-complying goods.

6. Warranty

Seller warrants that: (a) the Goods shall be free from all defects in design, materials, workmanship and title; (b) all materials, components, parts and other items incorporated in Goods shall be new, merchantable and of suitable quality for their intended purpose; and (c) the Goods shall conform to the attached Specifications and other requirements of this Contract. Seller shall promptly correct any Goods that do not comply with this warranty. If Buyer requires Seller to make any such correction and Seller thereafter fails or indicates its inability or unwillingness to do so, then Buyer may correct (or cause to be corrected) the non-compliance or otherwise achieve compliance by the most expeditious means available to it and charge to or otherwise recover from Seller the cost thereof. If Buyer rejects any Goods that do not comply with the foregoing warranty, Seller shall have a reasonable time to correct the non-compliance; if Seller fails to correct the non-compliance within a reasonable time, Buyer may cancel the order for the non-complying Goods without any liability or obligation of or cost to Buyer with respect to such Goods, and without prejudice to any other rights or remedies of Buyer with respect to such non-compliance.

7. Infringement

Seller releases and shall defend, indemnify and hold harmless Buyer from all claims, losses, harm, liabilities, damages, costs, expenses (including, but not limited to reasonable attorneys' fees) and royalties related to any claim, action, suit or proceeding involving the Goods or any use or intended use of the Goods, which claim, action, suit or proceeding is based upon infringement (or alleged infringement) of any patent, copyright, mask work, trade secret, trade name or trademark or upon the wrongful use (or alleged wrongful use) of any confidential or proprietary concept, method, process, product, writing, information or other item. Further, if any of the Goods or any use or intended use of the Goods constitutes an infringement of any patent, copyright, mask work, trade secret, trade name or trademark or wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Seller shall (a) procure for Buyer, at no cost to the Buyer, the right to use the infringing item; (b) replace the infringing item with a substantially equal but non-infringing item; or (c) modify the infringing item so that it becomes non-infringing.

8. Compliance with Laws

Seller shall comply (and shall ensure that the Goods and Seller's subcontractors and suppliers comply) with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereinafter in effect, of any governmental authority. All laws, ordinances, rules, regulations and orders required to be incorporated in agreements of this character are incorporated in this Contract by this reference.

9. Changes

Buyer and Seller may jointly change the requirements of this Contract to preserve the original intent of the Contract and to maintain the relative pricing and services advantages made available to the Buyer under the Contract.

10. Termination of Contract

Buyer may terminate this Contract for cause as to all or any portion of the Goods not then delivered to and accepted by Buyer by giving Seller written notice of such termination. In the event of any such termination, an equitable adjustment shall be made under this Contract with respect to the terminated Goods for the costs Seller unavoidably incurred as a result of such termination, provided that costs shall in no event exceed the total prices otherwise payable under this Contract for the terminated Goods, less the sum of (a) the estimated costs (plus a reasonable allowance for profit) which would have been incurred by Seller to complete performance with respect to the terminated Goods, and (b) the reasonable value of the terminated Goods at the time of such termination.

11. Successors and Assigns

Seller shall not (by contract, operation of law or otherwise) assign this Contract or any right or interest in this Contract, or delegate performance of any of its duties or obligations under this Contract, without the prior written consent of Buyer. Any such assignment or delegation without Buyer's prior written consent shall be voidable at Buyer's option. Subject to the foregoing restriction on assignment and delegation by Seller, this Contract shall be fully binding upon and enforceable by Seller, Buyer, and their respective successors, assigns and legal representatives.

12. Nonwaiver

The failure of Buyer to insist upon or enforce strict performance by Seller of any of the provisions of this Contract, or to exercise any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

13. Applicable Law; Courts

This Contract shall be interpreted, construed and enforced, in all respects, in accordance with the laws of the state of Washington, without reference to its choice of law principles. Seller shall not commence or prosecute any suit, proceeding, or claim (to enforce the provisions of this Contract, to recover damages of, or default under this Contract or otherwise) arising under or by reason of this Contract, other than in the courts of the state of Washington in King County, or the United States District Court for the Western District of Washington at Seattle. Seller irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence.

14. Entire Agreement

This Contract sets forth the entire agreement and supersedes any and all prior agreements, between Seller and Buyer regarding the Goods. No amendment or modification of any provision of this Contract shall be valid unless set forth in a written instrument signed by both parties. Buyer shall not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Contract (whether or not it would materially alter this Contract) and which has been proffered by Seller in any

quotation, invoice, shipping document, acceptance, confirmation, correspondence or otherwise, unless Buyer specifically agrees to such provision in a written instrument signed by Buyer. The rights, remedies and warranties afforded to Buyer pursuant to any provision of this Contract are in addition to and do not in any way limit any other rights, remedies or warranties afforded to Buyer by any other provisions of this Contract, by any of Seller's subcontractors, suppliers, or by law.

15. Publicity

The Seller will make no reference to UNIVERSITY BANK, the Contract(s), UNIVERSITY BANK's Clients or the UNIVERSITY BANK Logo in any literature, promotional material, brochures, sales presentation or the like, without the express written consent of UNIVERSITY BANK. This restriction applies to both any claim of endorsement of the Seller and to any aspects of contract status, renewals or disagreements with UNIVERSITY BANK.

16. Reporting

The successful Seller(s) will be required by the optional use contract to provide UNIVERSITY BANK with quarterly sales volume summaries. The summaries will display the sales volume by subsidiary by quarter. The quarterly reports will be due on the 15th of the month following the close of each quarter. Daily reports of patching status will also be required. These reports will, at a minimum, contain the number of systems requiring patching, the number of systems requiring 5 or more patches, the number of systems requiring restarts, and the number of stale systems (ones having not reported in more than 30 days). Tracking logs must be maintained which record every piece of equipment requested, deployed, and returned. These logs at a minimum must contain the hostname, operating system version, make, model, & serial number of the system, the user's name and address, request date, shipping date, and return date.

Proposal Form
UNIVERSITY BANK RFP No. 24-01

TO: UNIVERSITY BANK
Craig Loree, Proposal Coordinator
cloree@university-bank.com
Subject: Workstation Management Proposal 24-01

In response to your RFP, the undersigned offers to furnish all of the Goods/Services described in the Technical Specifications in accordance with the Contract Documents and any Addenda thereto and for the prices/costs and in accordance with the delivery schedule set forth in the attached Schedule of Prices.

By submitting a Proposal, the undersigned certifies and agrees that:

1. This Proposal constitutes a firm offer, which cannot be withdrawn for ninety days after the official opening of the Proposals;
2. The undersigned has examined to its satisfaction, and is fully familiar with and understands all provisions of the Contract Documents and any Addenda thereto including, without limitation, Addenda Nos. , , and ;
3. All of the words and figures shown in the attached response are accurate;
4. All statements in this Proposal are true and accurate;
5. By careful examination of the Contract and Proposal Documents, all Addenda thereto and all other pertinent conditions and matters, the undersigned has satisfied itself as to the nature, location, character, quality and quantity of the Goods required by the Contract Documents and the conditions and other matters that may affect performance;
6. If awarded the Contract, the undersigned will duly execute and deliver to UNIVERSITY BANK the Contract, together with all documents required by the Proposal Documents, within ten (10) days after it is presented to the undersigned by UNIVERSITY BANK.
7. UNIVERSITY BANK has no obligation to accept any Proposal submitted in response to the RFP and may reject any or all such Proposals (including, without limitation, the undersigned's Proposal) or waive any informalities or irregularities in any Proposal or the proposal process.

Legal Name of Proposer _____

Business Address _____

(City) (State) (Zip Code)

(Phone)

Street Address _____

(City) (State) (Zip Code)

Signature of Corporation

[Corporate Name]

[State of Incorporation]

By: _____

Title: _____

Date Signed: _____

REPRESENTATIVE ACKNOWLEDGMENT
I, _____, stated on oath that I am authorized to sign the document presented and I am the _____ (Type of Authority)
of _____ (Name of Party on Behalf of Whom Document is Executed)
Additional Information: _____ _____ _____

Signature of Partnership or Joint Venture

[Name of Partnership or Joint Venture]

By (all partners or joint ventures):

Date Signed: _____

Date Signed: _____

Date Signed: _____

Date Signed: _____

Signature of Individuals

Date Signed: _____

Date Signed: _____

Date Signed: _____

Date Signed: _____