IT Service Contractor

**BACKGROUND:**

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
2. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in the Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

**SERVICES PROVIDED**

1. The Client hereby agrees to engage the Contractor to provide the Client with services(the “Services”) consisting of
2. Information technology support
3. Computer system support
4. Network systems support
5. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

**TERM OF AGREEMENT**

1. The term of this Agreement (the “Term”) will begin on November 15, 2017 and will remain in full force and effect until December 31, 2019, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
2. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days written notice to the other Party.

**PERFORMANCE**

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**CONFIEDENTIALITY**

1. Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that in not generally known in the industry of the Client and Where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
2. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
3. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

**INDEMNIFACATION**

1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which results from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with the Agreement. This indemnification will survive the termination of this Agreement.

**DISPURTE RESOLUTION**

1. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
2. If the dispute is not resolved within a reasonable period then and or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, and outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Illinois. The arbitrator’s award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Illinois.

All sealed bids must to submitted to Community Action Partnership of Central Illinois, 1800 5th St, Lincoln IL 62656 by November 8th, 2017.

Any questions please contact

Ryne Komnick

Operations Director

217-732-2159 ext. 244