SourceSuite

Procurement Solutions by **BIDNET**

Phone #: (800) 835-4603
Fax #: (800) 721-6985

AGREEMENT FOR SERVICES

Parties to this Agreement: The parties to this Services Agreement (hereinafter referred to as "the Agreement") are Town of Milliken (hereinafter referred as the "Participating Organization") and International Data Base Corp., doing business under the trade name BidNet, a legally incorporated body having its principal place of business at 15 British American Boulevard, Latham, New York, 12110 (hereinafter referred to as "BidNet").

RECITALS:

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, BidNet has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services (hereinafter referred to as "The Network")

WHEREAS the Participating Organization wishes to join The Network and benefit from the services provided by BidNet;

THE PARTIES AGREE:

1. **Description of Services:** System Membership: The Participating Organization has agreed to join The Network. It is understood that BidNet will provide the Participating Organization with access to The Network.

2. **Term of Agreement:** This Agreement shall become effective on the date of the execution for an initial term of twelve (12) months (the "Initial term"). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.

3. **Payment for Services:**

   3.1 Participating Organization Fees:

   3.1.1. Subscription Fees: There will be no subscription fees incurred by the Participating Organization under this Agreement.

   3.1.2. Mailing Fees: BidNet will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the mailing to suppliers.

   3.1.3. Press Release Fees: BidNet will send an invoice to the Participating Organization for reimbursement of Press Release distribution fees incurred to distribute Press Release.

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3.1.4. Programming Fees: The Participating Organization agrees to use The Network on an "as is" basis. Any customized work requested by the Participating Organization shall be made available at One Hundred and Twenty-five dollars ($125) per hour.

3.1.5. Surplus Auction Fees: Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to BidNet for items sold.

3.1.6. Future Enhancements: BidNet reserves the right to offer future services to the Participating Organization which may or may not include service fees.

3.2 Supplier Registration Fees:

3.2.1. Basic Service: This option gives suppliers access to search for documents of interest for all Participating Organizations actively using The Network at no charge, but requires them to remember to login frequently to ensure they are able to view opportunities before they close. This includes bids, addendums and awards.

3.2.2. Optional Value Added Service: Suppliers that choose to register for the value added service option will be charged a nominal annual subscription fee. This includes notification from all Participating Organizations when bids, addendums and awards are posted on The Network that matches their profile.

3.2.3. Future Enhancements: BidNet reserves the right to offer future services to all registered suppliers which may or may not include separate service fees.

4. **Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.

5. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.

6. **Amendments:** No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.

7. **Governing Law:** This Agreement shall be governed by the laws of the State of Colorado.

8. **Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

9. **Work Product Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by BidNet in connection of this Agreement, will be the exclusive property of BidNet.

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10. **Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access The Network. Sharing of usernames and passwords is strictly prohibited. The Participating Organization also agrees to obtain written consent from BidNet prior to showing demonstrations of The Network to any third party.

11. **Warranty:** BidNet shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to BidNet on similar projects.

12. **Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

Town of Milliken
1101 Broad Street
Milliken, CO 80543

Name: Kent Brown

Title: TOWN ADMINISTRATOR

Date: 9/16/15

Signature: Kent Brown

BidNet ®, a division of
International Data Base Corp.

Name: Dan Ansell

Title: Vice President

Date: _____

Signature: _____