

**RESOLUTION NO. 13-10**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF CASTLE PINES, COLORADO  
APPROVING AN AGREEMENT FOR SERVICES WITH  
INTERACTIVE PROCUREMENT TECHNOLOGIES BY BIDNET**

WHEREAS, the City of Castle Pines ("City") is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the City desires to secure the right to use the web-based solicitation program known as the Rocky Mountain E-Purchasing System; and

WHEREAS, the City and Interactive Procurement Technologies by BidNet ("IPT") have agreed on the form of an Agreement for Services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:**

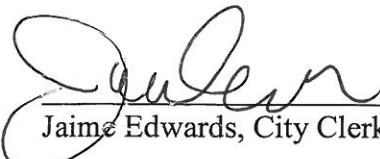
**Section 1.** The City Council hereby (a) approves the Agreement for Services between the City and IPT, in substantially the form attached hereto as **Exhibit 1** (the "Agreement"), (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not increase the financial obligations of the City, and (c) authorizes the Mayor to execute the same on behalf of the City.

**Section 2.** **Effective Date.** This Resolution shall take effect upon its approval by the City Council.


**INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES** by a vote of 7 in favor, 0 against and 0 absent this 26th day of March, 2013.

  
\_\_\_\_\_  
Jeffrey T. Huff, Mayor

ATTEST:

  
\_\_\_\_\_  
Jaime Edwards, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Linda C. Michow, City Attorney

**EXHIBIT 1**

AGREEMENT FOR SERVICES  
(IPT – RMEPS)

## AGREEMENT FOR SERVICES

**Parties to this Agreement:** The parties to this Agreement for Services (hereinafter referred to as “the Agreement”) are City of Castle Pines (hereinafter referred as the “Participating Organization”) and International Data Base Corp., doing business under the trade name Interactive Procurement Technologies by BidNet, a legally incorporated body having its principal place of business at 20A Railroad Avenue, Albany, New York 12205 (hereinafter referred to as “IPT”).

### RECITALS:

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

WHEREAS under the Agreement, IPT has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services known as the Rocky Mountain E-Purchasing System (hereinafter referred to as “The Network”); and

WHEREAS the Participating Organization wishes to join The Network and benefit from the services provided by IPT.

### THE PARTIES AGREE:

1. **Description of Services:** System Membership: The Participating Organization has agreed to join The Network. It is understood that IPT 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, upon the mutual agreement of both parties.
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:** IPT 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:** IPT will send an invoice to the Participating Organization for reimbursement of Press Release distribution fees incurred to distribute Press Release.
- 3.1.4. **Programming Fees:** The Participating Organization agrees to use The Network (being the Rocky Mountain E-Purchasing System) on an “as is” basis. Any customized work to The Network 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 five percent (5%) commission will be paid to IPT for items sold.
- 3.1.6. **Future Enhancements:** IPT 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:** IPT 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 IPT in connection of this Agreement, will be the exclusive property of IPT. The Participating Organization supplier database is not subject to this Section 9 and remains the property of the Participating Organization.
  - 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 IPT prior to showing demonstrations of The Network to any third party.

11. **Mutual Indemnification:** To the extent permitted by law, IPT agrees to indemnify and hold Participating Organization, and all of Participating Organization's officers, employees, agents, and representatives, harmless for any losses, claims, causes of action or other liabilities, as well as any costs, expenses and attorney fees incurred by Participating Organization which arise from the acts or omissions of IPT, if any only to the extent any such claim, cause of action or other liability is not caused by a tortuous or negligent act or omission of the Participating Organization, or by breach of the terms of this Agreement by Participating Organization. To the extent permitted by law, Participating Organization agrees to indemnify and hold IPT, and all of IPT's officers, employees, agents, and representatives, harmless for any losses, claims, causes of action or other liabilities, as well as any costs, expenses and attorney fees incurred by IPT which arise from the acts or omissions of Participating Organization, if any only to the extent any such claim, cause of action or other liability is not caused by a tortuous or negligent act or omission of IPT, or by breach of the terms of this Agreement by IPT.
12. **Warranty:** IPT 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 IPT on similar projects.
13. **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.

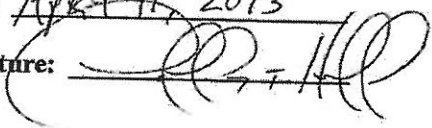
The parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

City of Castle Pines  
7501 Village Square Drive  
Suite 100  
Castle Pines, CO 80108

Name: Jeffrey T. Huff

Title: Mayor

Date: April 11, 2013

Signature: 

Interactive Procurement Technologies by BidNet®, a division of  
International Data Base Corp.

Name: Dan Ansell

Title: Vice President

Date: 4/12/13

Signature: 

Agreement for Services - City of Castle Pines