

CITY OF CHARLOTTE, COUNTY OF EATON, STATE OF MICHIGAN

RESOLUTION 2021-50

A RESOLUTION TO APPROVE THE AGREEMENT FOR SERVICES WITH BIDNET

AGREEMENT FOR SERVICES

Parties to this Agreement: The parties to this Services Agreement (hereinafter referred to as “the Agreement”) are the City of Charlotte (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, NY 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 for the Michigan Inter-governmental Trade Network (hereinafter referred to as “MITN”)

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

THE PARTIES AGREE:

1. Description of Services:

- 1.1. System Membership:** The Participating Organization has agreed to join MITN. It is understood that BidNet will provide the Participating Organization with access to MITN.
- 1.2. Promotion of System Name:** To avoid confusion with the Participating Organization staff and supplier community, the Participating Organization agrees that any endorsement or advertising it may do internally or externally, will promote MITN.

2. Term of Agreement: This Agreement shall become effective on the date of execution for an initial term of thirty-six (36) 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 for new members.
- 3.1.3. **Programming Fees:** The Participating Organization agrees to use MITN on an “as is” basis. Any customized work to the system requested by the Participating Organization shall be made available on a time and material basis.
- 3.1.4. **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.

3.2 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 MITN at no charge, but requires them to remember to login frequently to ensure they catch opportunities before they close. This includes bids, addendums and awards.
 - 3.2.2. **Purchasing Group Notification Service:** Suppliers that choose to register for this 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 MITN that matches their profile. In the event of a price change, BidNet will review with the Participating Organization ninety (90) days prior to implementation of any change.
 - 3.2.3. **In the event of a price decline, contract renewal or should BidNet at any time, during the life of this agreement, sell the Purchasing Group Notification Service at prices below those offered for MITN, BidNet will immediately extend such lower prices to the MITN membership. Exclusions include; current systems pricing and previous contractual obligations.**
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 Michigan.
 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. The Participating Organization supplier database is not subject to this work product ownership provision and remains the property of the Participating Organizations and upon written notice BidNet will transmit the database to the Participating Organizations in an ODBC compliant format within twenty (20) business days.

- 10. Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access to MITN. Sharing of usernames and passwords is strictly prohibited.
- 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.
- 13. Liability and Indemnity:** BidNet agrees to protect, defend, reimburse, indemnify and hold each MITN member, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or any claims based on a contention with the MITN system or any infringes on patents, copyrights or intellectual property or in the performance, non performance or purported performance of the work or services or breach of the terms hereof, except when a MITN member is solely at fault.

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 Charlotte
 111 E. Lawrence Avenue
 Charlotte, MI 48813

BidNet
 15 British American Blvd.
 Latham, NY 12110



Printed Name: _____
 Title: _____
 Date: _____
 Signature: _____

Printed Name: Dan Ansell
 Title: Vice President
 Date: _____
 Signature: _____

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

THEREFORE, BE IT RESOLVED that the City Council approves the agreement for services with BidNet.

The foregoing resolution offered by Council member _____ and supported by _____ .

Upon roll call vote, the following voted:

Aye:
 Nay:
 Absent:

I, the undersigned, the duly qualified and acting Clerk of the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City of Charlotte at a regularly scheduled meeting held on Monday, April 5, 2021, relevant to the Michigan Open Meetings Act, the original of which is on file in my office as part of council minutes.

IN WITNESS WHEREOF, I have hereunto set my official signature this 5th day of April 2021.

 Pearl Tidwell, City Clerk / Treasurer
 City of Charlotte