

MUNICIPALITY OF MONROEVILLE  
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO. 01-95

A RESOLUTION OF THE MUNICIPALITY OF MONROEVILLE  
AUTHORIZING THE PROPER MUNICIPAL OFFICIALS TO ENTER INTO  
AN AGREEMENT WITH BIDNET, A SUBSIDIARY OF INTERNATIONAL  
DATABASE CORP FOR THE PROVISION OF AN E-PROCUREMENT  
PURCHASING SYSTEM

WHEREAS, the Municipality of Monroeville's General Operating Budget  
provides for over \$25 M in funding for Municipal Projects; and

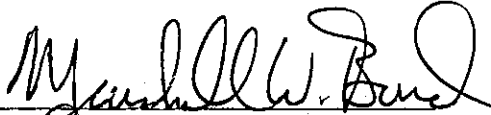
WHEREAS, the Municipality of Monroeville has reorganized the Department of  
Purchasing by appointing a Purchasing Coordinator and staff for the purpose of reducing  
costs; and

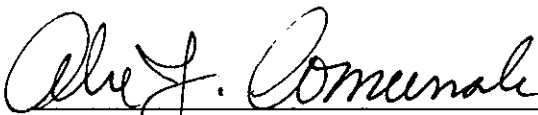
WHEREAS, Bidnet provides a bid information service to both government  
agencies and government vendors for over 15 years and is currently providing services to  
Allegheny County:

NOW, THEREFORE, BE IT RESOLVED on the 9th day of October, 2001, that  
the proper officials are authorized to enter the attached Agreement for Services with  
BidNet for the provision of an E-Procurement Purchasing System..

ATTEST:

MUNICIPALITY OF MONROEVILLE

  
Marshall W. Bond  
Municipal Manager

  
Abe J. Comunale  
Mayor

ENTERED INTO LEGAL BOOK: October 19, 2001

**AGREEMENT FOR SERVICES**

1. **Parties to this Agreement:** This Agreement is hereby made by and between BidNet®, located at 20A Railroad Avenue, Post Office Box 5600, Albany, New York, 12205-0600, and Municipality of Monroeville, located at 2700 Monroeville Blvd., Monroeville, Pennsylvania, 15146, hereinafter referred to as the Participating Organization.
2. **Description of Program:** See the enclosed Scope of BidNet's E-procurement System.
3. **Term of Agreement:** Thirty six (36) months to begin upon the execution of this Agreement by both parties.
4. **Payment for Services:** There are no fees or charges by BidNet® to the Participating Organization under this agreement. Registered suppliers will also incur no fees or charges, except for optional e-mail or fax notification as described in the Scope of BidNet's E-procurement System.
5. **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.
6. **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.
7. **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.
8. **Governing Law:** This Agreement shall be governed by the laws of the State of Pennsylvania.
9. **Extension of Agreement:** The period of this agreement may be extended in one year increments, upon the mutual agreement of the parties, with no change in terms or conditions. BidNet® shall notify the Participating Organization of its interest in extending the agreement by submitting a written request to the Participating Organization ninety (90) days before the termination date of this Agreement.
10. **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.
11. **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 Organization.

- 12. **Liability:** BidNet®, its officers and employees and the Participating Organization will be held harmless for any claims, damages, losses and injuries arising from errors, omissions or delays occurring for any reason.
- 13. **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.

**AMENDMENT TO THE AGREEMENT FOR SERVICES AND SCOPE OF BIDNET'S  
E-PROCUREMENT SYSTEM FOR AGENCY'S WITHIN SOUTHWEST PENNSYLVANIA**

BidNet agrees to amend the Scope of its E-Procurement System to extend to any government organization that would like to participate in this "regional system" and resides within Southwest Pennsylvania.

Any vendor that opts to register and pay to receive automatic e-mail or fax notification of new quotes, bids and amendments for all school districts or government organizations using this e-procurement system and registers prior to January 1<sup>st</sup>, 2002, will pay the following subscription fees :

One year .....\$ 19.95                  Two years .....\$ 34.95                  Three years .....\$ 39.95

Effective January 1<sup>st</sup>, 2002, all vendors who register for the first time or renew registrations will pay the following subscription fees:

One year .....\$ 29.95                  Two years .....\$ 49.95                  Three years .....\$ 59.95

**In Witness Whereof**, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written below.

**Municipality of Monroeville**

**BidNet®**, a division of  
INTERNATIONAL DATA BASE CORPORATION

By: *[Signature]*  
(Authorized Signature)

By: *[Signature]*  
(Authorized Signature)

Title: Municipal Manager

Title: E-procurement Consultant

Date: 10/11/01

Date: 9-21-01