

DEMANDSTAR BY ONVIA

MID-AMERICA REGIONAL COUNCIL AGENCY MEMBERSHIP AGREEMENT

Welcome to DemandStar by Onvia! We operate a proprietary Internet-based procurement system called "DemandStar" through which we provide Internet, fax and information services to network members. This Agreement describes our mutual responsibilities.

Onvia agrees:

1. To allow any Participating Agency to use the DemandStar System at no charge.
2. To automatically notify appropriate member Suppliers of Formal Bid opportunities via email or fax.
3. To notify and promote any Participating Agency's membership in Onvia's DemandStar network to both the Agency's current Suppliers and Onvia's Supplier community.
4. To post any Participating Agency's Formal Bid documents online if provided to Onvia in acceptable electronic format.
5. To provide Formal Bid document duplication and distribution services upon Supplier request.
6. To provide any Participating Agency's website with links to: (a) allow anyone to view Formal Bid announcements posted to DemandStar by the Agency at no charge; (b) allow Formal Bid specifications to be downloaded (for a fee); and (c) allow Suppliers to register with DemandStar.
7. To provide customer support to any Participating Agency and Suppliers.
8. To notify MARC when an agency becomes a Participating Agency under this Agreement or terminates their Agreement as a Participating Agency.
9. To provide MARC's website with links to: (a) allow anyone to view Formal Bid announcements posted to DemandStar by any Participating Agency if said Participating Agency agrees; (b) allow agencies to download information on how they may become a Participating Agency; and (c) allow Suppliers to register with DemandStar.
10. To extend the terms and conditions in this Agreement to Participating Agencies upon mutual execution of a Letter of Understanding.

MARC agrees:

1. To notify MARC members of the services provided through the DemandStar System and how agencies may access those services.
2. To maintain a web site with access to the DemandStar System.

Participating Agencies agree:

1. To provide Onvia with a letter announcing their membership in the DemandStar network and an electronic mailing list of their current Suppliers.
2. To log 100% of their Formal Bids through Onvia's DemandStar network (this ensures that registered Suppliers are notified of every Formal Bid opportunity from each Participating Agency).
3. To enter Plan-holder information into Onvia's DemandStar System for any Suppliers who obtain Formal Bid documents through a source other than DemandStar (this ensures that Onvia can deliver addenda to all Plan-holders which reduces the likelihood of protests at bid opening time).

DEFINITIONS USED IN THIS AGREEMENT.

“Agreement” – means the DemandStar by Onvia Mid-America Council Regional Agency Membership Agreement.

“DemandStar System”, “DemandStar”, or “System” – means the web-based software and services provided by Onvia for posting and broadcasting of Formal Bids, access to broadcast and Plan-holder reports, and standard-level access to our bid library.

“Formal Bid” – means a bid and associated addenda that require public notification. These can include request for proposals (RFPs), formal contracts, and annual buys, but does not include a request for quotation that does not require public notification.

“Letter of Understanding” – means a letter of agreement, signed by both an agency and Onvia, which incorporates this Agreement by reference and is required for an agency to become a Participating Agency.

“MARC” – means the Mid-America Regional Council.

“Onvia,” “we,” or “our” – means Onvia.com, Inc.

“Participating Agency” – means any municipality, county, or state government; public utility; non-profit hospital; educational institute; special governmental agency; non-profit corporation performing governmental functions; or other organization that enters into this Agreement through a Letter of Understanding with Onvia.com, Inc.

“Plan-holder” – means a Supplier who has received the specifications for a Formal Bid.

“Supplier” – means any provider of goods or services.

1. **LICENSE.** For the term of this Agreement, Onvia grants Participating Agency, free of charge, a non-exclusive and non-transferable license to use Onvia’s DemandStar System as referenced herein.
2. **OWNERSHIP.** Ownership and all intellectual property rights in the System and in all ideas, processes and works of authorship created in whole or in part during the term of this Agreement by Onvia belong exclusively to Onvia. The Participating Agency acknowledges such ownership and intellectual property rights in Onvia, acknowledges that any such work is not a work made by Onvia for hire, and agrees that the Participating Agency will not assert any actions to the contrary.
3. **SUPPLIER INFORMATION.** The Supplier information provided by the Participating Agency will be used for notification purposes, and will be returned to Participating Agency in its original form. Information provided to Onvia’s DemandStar network by Suppliers is considered confidential and proprietary to Onvia; however, upon request, Onvia will provide to Participating Agency an up-to-date list of Plan-holders for all bids submitted by Participating Agency through Onvia’s DemandStar network.

4. **PUBLIC RECORDS REQUESTS.** If required by law, and upon written request, Onvia will provide, in electronic or hard copy format, a copy of the original Supplier information updated with the list of Plan-holders for all bids submitted by Participating Agency through Onvia's DemandStar network. Onvia may assess a fee for this service as provided for by law.
5. **WARRANTY.** The Services provided by Onvia hereunder shall be performed in a professional and workmanlike manner and shall substantially conform to the description of Services set forth herein. **THE PRODUCTS AND SERVICES ARE PROVIDED "FREE OF CHARGE TO PARTICIPATING AGENCY" AND THEREFORE, EXCEPT AS PROVIDED IN THIS PARAGRAPH, ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, INCLUDING TITLE, FREE OF DEFECTS, MERCHANTABILITY, OR FIT FOR A PARTICULAR PURPOSE.**
6. **SUPPLEMENTAL SUPPLIERS.** In the event that the Participating Agency wishes Onvia to notify non-registered Suppliers of Formal Bids, the Participating Agency may enter a limited list of supplemental Suppliers into the System. No single Supplier will be notified more than 3 times if they are not registered with Onvia.
7. **DOCUMENT FULFILLMENT SERVICES.** The Participating Agency may choose to have Onvia provide document fulfillment services for printing, shipping, and handling of Formal Bids, addenda and related documents on a case-by-case basis. Onvia will charge the recipients for the services unless the Participating Agency elects to pay for the services.
8. **LIMITATION OF LIABILITY.** In no event, including but not limited to performance or non-performance by Onvia, shall Onvia be liable to Participating Agency for any amount in excess of \$20,000. To the maximum extent permitted by law, in no event shall Onvia be liable for indirect, special, incidental, or consequential damages, including, without limitation, loss of profits, loss of good will, work stoppages, computer failure or malfunction or interruption of business, whether such damages are alleged in tort, contract, indemnity, or otherwise, even if Onvia has been apprised of the possibility of such damages.
9. **GOVERNING LAW.** The laws of the State of _____ shall govern this Agreement.
10. **ACTS OF GOD AND OTHER EVENTS.** Onvia is not responsible for disruption of Services or non-use of Products due to circumstances beyond its control including, but not limited to: fire, floods, war, civil unrest, severe weather, disruption of electricity or phone service and/or Internet access, or any other unforeseen event or circumstance.
11. **NOTICES.** All notices under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of this Agreement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.
12. **ENTIRE AGREEMENT.** This Agreement, consisting of four pages, contains the entire Agreement of the parties and supersedes any prior written or oral understandings or agreements.

Participating Agency Agreement Term:

Any Participating Agency’s membership will begin upon execution of a Letter of Understanding referencing this Agreement and acceptance by Onvia, and will continue until either party provides thirty (30) days written notice to the other party.

MARC Agreement Term:

This Agreement will continue until either party provides thirty (30) days written notice to the other party. However, in the event of such termination, the terms and conditions provided in this Agreement will remain in effect for all Participating Agencies subject to the provisions under “Membership term.” Should this Agreement be terminated, the terminating party will notify all current Participating Agencies of this action.

By:

_____ Mid-America Regional Council _____

Onvia.com, Inc.
1200 South Pine Island Road
Plantation, FL 33324 - 4413

Address: _____

_____ County: _____

Signature:

Signature: _____

Name:

Name: _____

Title:

Title: _____

Date:

Date: _____