SERVICE AGREEMENT
BETWEEN
ONVIA, INC.
AND
WISCONSIN ASSOCIATION FOR PUBLIC PROCUREMENT

1. Introduction

This Service Agreement ("Agreement") is entered into between Onvia, Inc. ("Onvia"), a Delaware corporation and WAPP, the Wisconsin Association for Public Procurement ("Institution"), a non-profit corporation and a Chapter of NIGP, the National Institute for Public Procurement. The services included under this agreement will be provided to WAPP members ("Agency"), comprised of municipal, county, state, and educational agencies.

2. Services Rendered

Onvia will provide the Agency with access to its Onvia DemandStar system, which is an Internet-based electronic information system designed to process, distribute, and archive information pertaining to the procurement process of the Agency.

3. Onvia Responsibilities

- To allow the Agency to use the Onvia DemandStar system through the Web site located at www.demandstar.com to post documentation to and communicate with suppliers about its solicitations for formal bids, proposals, and informal quote requests.
- To automatically notify suppliers that are registered members of the Onvia DemandStar system, and have opted to receive notification service connecting them to the Agency, of the Agency’s solicitations for formal bids, proposals, and quote requests via electronic mail or facsimile.
- To provide links to the Onvia DemandStar Web site through the Web site of the Agency, which will: (a) allow anyone to view bid and proposal information posted to the Onvia DemandStar system by the Agency, (b) allow bid and proposal documents to be electronically downloaded or mail ordered, and (c) allow suppliers to register for memberships and subscriptions to the Onvia DemandStar system.
- To provide customer service support to the Agency and suppliers.
- To supply the Agency with reference information and instructional materials to facilitate its notification to suppliers of its decision to utilize the Onvia DemandStar system.

4. Agency Responsibilities

- To make reasonable efforts to enter all formal and informal purchase request items into the Onvia DemandStar system.
- To enter placeholder information into the Onvia DemandStar system for any suppliers that obtain bid or proposal documents through a source other than the Onvia DemandStar system (this process ensures that Onvia can deliver newly issued addenda notification to all placeholders, which reduces the likelihood of protests due to required information not being delivered to bidders and respondents).
- To notify the Agency’s suppliers of the decision to utilize the Onvia DemandStar system.
5. Charge for Service

The service will be provided free of charge to the Institution and its member Agency(s). Access to the Agency’s bids and documents will also be provided free of charge to WAPP participating Agency’s suppliers who register through and exclusively access WAPP formal and informal solicitations through a unique WAPP portal (www.onvia.com/wapp) to the DemandStar platform. DemandStar may offer such suppliers other products and services for a fee; however there will be no charge associated with accessing WAPP participating Agency(s) bids/quotes and related information that have been posted on DemandStar’s platform.

6. Intellectual Property Rights

Any copyrightable works, ideas, discoveries, inventions, patents, products, trade secrets, software, trade marks, trade names, service marks, license rights, or other intellectual property rights (collectively, “Intellectual Property Rights”) developed in whole or in part by Onvia in connection with the services will be the exclusive property of Onvia. Ownership and all intellectual property rights in the Onvia DemandStar 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 Institution acknowledges such ownership and intellectual property rights in the Onvia DemandStar System, acknowledges that any such work is not a work made by Onvia for hire, and agrees that the Institution will not assert any actions to the contrary.

7. Confidentiality

Onvia and the Institution each agree not to use any confidential or proprietary information disclosed to it by the other party for its own use or for any purpose other than for the provision of the services pursuant to this Agreement. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of the confidential information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information.

8. Warranty

Onvia shall provide the services and meet its obligations under this Agreement with due care and skill and in a timely and professional manner. Other than as provided in this Agreement, neither party provides any express or implied warranties, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

9. Relationship of the Parties

Onvia, in furnishing the services, is acting as an independent contractor. In addition, Onvia is not acting as the custodian of the Agency’s public records, has not been entrusted with any records belonging to the Agency or the availability of such records for public inspection and copying in accordance with the laws of the State of Wisconsin.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement.
11. Severability

If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

12. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its choice of law principles.

13. Attorneys' Fees

In the event of litigation, the prevailing party shall be entitled to receive reasonable attorneys' fees and costs.

14. Term of Agreement and Termination

This Agreement will be effective on the date of execution, or January 1, 2016, whichever is earliest. This Agreement does not have a specified term. This Agreement may be terminated at any time by either party upon 30 days prior written notice to the other party.

15. Amendments

No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and duly executed and delivered by each of the parties to this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

By

ONVIA, INC.

____________________
Signature
Kevin Green

Printed Name
Associate Manager, Content

Title
12-17-2015

Date

WISCONSIN ASSOCIATION OF PUBLIC PROCUREMENT

____________________
Signature
Richard M. Straub

Printed Name

Title

12/17/2015

Date
Exhibit A

Definitions of terms used in this Agreement

Institution: The legal entity that entered into this Agreement with Onvia, Inc., may also be described using the term, “agency”.

Plan Holder: Any entity that has obtained a copy of the primary governing document of a solicitation for a formal purchase request, such as a bid or proposal.

Supplier: Any provider of goods or services, may also be known as a vendor or contractor.