



Vendor Agreement  
for  
Rio Blanco County's Project: Records Digitization

## VENDOR AGREEMENT

### Project: Records Digitization

This Vendor Agreement (hereinafter called "**Agreement**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("**Effective Date**") between the Board of County Commissioners of Rio Blanco County, Colorado (herein referred to as "**County**"), having its principal place of business at 200 Main Street, Suite 100, Meeker, Colorado, 81641, and \_\_\_\_\_ (referred to as "**Vendor**"), having its principal place of business at \_\_\_\_\_.

#### 1. Scope of Work

County hereby retains Vendor, and Vendor hereby agrees to perform the following services: Scope of Work on **Exhibit A** attached hereto and incorporated herein by this reference.

#### 2. Compensation

The total amount to be paid to Vendor pursuant to this Agreement" shall not exceed \$147,000.00 DOLLARS AND ZERO CENTS.) Vendor shall be paid in accordance with the Compensation set forth on **Exhibit B** attached hereto and incorporated herein by this reference. To receive payment, Vendor must submit itemized invoices to the **Agreement Administrator** before the 20<sup>th</sup> day of the preceding month. Upon receipt of an invoice/payment request, the Agreement Administrator will review the request, and shall authorize or deny payment. Payment shall be made after authorization of payment by the Agreement Administrator in accordance with County policies and procedures. If applicable, County shall withhold 3% of each invoice/payment request until final settlement as provided in CRS 24-91-103.

Upon publication of **Notice of Final Settlement**, it shall be the responsibility of the Vendor to prepare a written request for retainage withheld. At the time of completion, a lien waiver delivered to the County, from all suppliers, subcontractors, and the general contractor is required for the request to be considered.

#### 3. Term of Agreement

The term of this Agreement shall be from Effective Date through December 31, 2016 (this ending date is hereinafter called "**Agreement Completion Date**"). Vendor shall proceed with the work hereunder upon receipt of a written notice to proceed from the County. Such written notice shall be issued by the Agreement



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Administrator and will be for the duration of the length of this Agreement. The Agreement Administrator for the County is Kyle Eckes GIS Specialist, 555 Main Street (temporarily 555 Garfield Street), Meeker, Colorado 81641, telephone number 970-878-9510, unless otherwise designated in writing.

### 4. Definition of Terms

Following is an alphabetical list of definitions for terms found throughout the Agreement:

- **Agreement** - This Vendor Agreement.
- **Agreement Administrator** - County's GIS Specialist and The Project's project manager, Kyle Eckes
- **County** - Board of County Commissioners of Rio Blanco County, Colorado
- **Delivery Date** - Means the confirmed delivery date for Products from Vendor, or Vendor partners, to County.
- **Documentation** - Means user manuals and written materials, in hard or electronic form, for the Products, as modified by Vendor from time to time and made available to County.
- 
- **Effective Date** - Date Agreement is executed by County and Vendor.
- **Images** - Means digital data collected from a photographic device.
- **Indexing** - Metadata utilized in the retrieval of appropriate digitized files
- **Product** - Means Vendor services provided to County under this Agreement as a component of the Project.
- **Subcontract** - The Agreement as arranged between Vendor and subcontractor for accomplishing The Project elements
- **Subcontractor** - Signees of the subcontract between Vendor and any other person, partnership, or corporation performing work on The Project.
- **The Project** - As defined in Exhibit A - Scope of Work.

### 5. Time and Manner of Service

- 5.1. Vendor agrees to commence work on The Project as quickly as possible after receiving Agreement Administrator notice to do so, in such a manner as to fully support The Project completion as quickly as possible, as time is of the essence. Agreement Administrator will not delay such notice, past the date of the fully executed Agreement by more than three (3) County business days.
- 5.2. Vendor agrees to strive diligently to commence work on The Project and agrees to prosecute diligently and to complete work on The Project in strict accordance with Exhibit A.
- 5.3. The time for completion of The Project shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and



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without the fault of Vendor, including acts of God, fires, floods, and acts or omissions of County with respect to matters for which County is solely responsible. No such extension of time for completion shall be granted Vendor unless within ten (10) days after the happening of any event relied upon by Vendor for such an extension of time Vendor shall have made a request therefore in writing to County.

5.4. The sequence of work shall be as determined by Vendor and County.

## 6. Supervision and Inspection

6.1. County reserves the right to require the removal from The Project of any employee of Vendor or a subcontractor if in the judgment of County such removal shall be necessary in order to protect the interest of County.

6.2. The manner of work on The Project shall be subject to the inspection, tests and approval of County. County shall have the right to inspect all invoices and other data and records of Vendor and of any subcontractor, relevant to the work on The Project.

## 7. Particular Undertakings of Vendor

### 7.1. Protection of Persons and Property

Vendor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State and Municipal safety laws, environmental regulations.

### 7.2. Personal Services Agreement

This is a personal services agreement on the part of Vendor. This Agreement may not be assigned or subcontracted without the prior express written consent of County and any attempt to assign this Agreement without the prior express written consent of County shall render this Agreement null and void with respect to the attempted assignee.

## 8. Insurance

8.1. Vendor shall not start work under this Agreement until all insurance coverages required have been obtained and approved in writing by County.

8.2. Vendor shall require all subcontractors to maintain, during the term of this Agreement, Commercial General Liability insurance, Comprehensive



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Automobile Liability insurance, and Workers' Compensation and Employer's Liability insurance, in the same manner as specified for Vendor. Vendor shall furnish subcontractors' certificates of insurance to County immediately upon request.

- 8.3. All insurance policies required hereunder shall include a notification provision requiring notification to County in writing 30 days prior to any material changes in the insurance policy(s) such as: cancellation, nonrenewal, or reduction in coverage or alteration of coverage.
- 8.4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which County may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.
- 8.5. All required insurance coverage must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless County grants specific approval for an exception.
- 8.6. Vendor shall procure and continuously maintain the minimum insurance coverage listed below, and such additional coverage as may apply, with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. All policies below shall be endorsed to specify **"Board of County Commissioners of Rio Blanco County, Colorado, its officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Vendor, arising out of this Agreement."** All certificates of insurance are to be submitted on standard **"ACORD 25"** form.
  - Workers' Compensation and Employer's Liability Including Occupational Disease Coverage in accordance with scope and limits as required by the State of Colorado (or the state in which Vendor is a resident).
  - Commercial General Liability, **"occurrence form,"** with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. Vendor must either agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for this Agreement OR purchase an extended (minimum two years) reporting



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period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

8.7. Depending on the nature and scope of the services to be provided under this Agreement, additional insurance requirements may be specified by County. Items listed below, which have been marked with an "X" are required of Vendor by County as a condition of this Agreement. Vendor's initial, placed by the corresponding "X", shall acknowledge Vendor's compliance with meeting the specific insurance requirement(s).

**Vendor should Initial at the X**

\_\_\_\_\_ PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

\_\_\_\_\_ BUILDER'S RISK INSURANCE must be in an amount equal to the maximum amount to be paid to Vendor as set forth in Exhibit B, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire Agreement for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of the final acceptance of The Project, whether or not The Project or some part thereof is occupied in any manner prior to final acceptance of The Project.

**9. Permits, Patents, Guarantees**

9.1. Proprietary Rights Infringement

Vendor shall save harmless and indemnify County including attorneys fees from any and all claims, suits and proceedings for the infringement of any



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patent(s), copyright(s), or proprietary right(s) covering any or all work on The Project.

9.2. Compliance with Statutes and Regulations

Vendor shall comply with all applicable statutes, ordinances, rules, and regulations pertaining to the work on The Project.

9.3. Confidentiality

Vendor recognizes and acknowledges that this Agreement creates a confidential relationship between County and Vendor and that information concerning County's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning County is herein referred to as "confidential information".

9.4. Non-Disclosure

Vendor agrees that, except as directed by County, Vendor will not at any time during or after the term of this Agreement disclose any "confidential information" to any person whatsoever and upon the termination of this Agreement Vendor will turn over to County all documents, papers, and other matter in Vendor's possession or control that relates to County. Vendor further agrees to bind Vendor's employees and subcontractors to the terms of this non-disclosure requirement.

## 10. Termination and Remedies

Termination Provisions: This Agreement may be terminated as follows:

- 10.1. Termination for Cause. If, through any cause, Vendor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, County shall thereupon have the right to terminate this Agreement for cause by giving written notice to Vendor of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why such termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Vendor under this Agreement shall, at the option of County, become its property, and Vendor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. Vendor shall be obligated to return any payments advanced under the provisions of this Agreement.

Notwithstanding above, Vendor shall not be relieved of liability to County



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for any damages sustained by County by virtue of any breach of this Agreement by Vendor, and County may withhold any payment to Vendor for the purposes of setoff until such time as the exact amount of damages due to County from Vendor is determined. If after such termination it is determined, for any reason, that Vendor was not in default, or that Vendor's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Agreement had been terminated for convenience, as described herein.

- 10.2. Termination for Convenience. County may terminate this Agreement at any time County determines that it is not in the best interest of County to continue the work under this Agreement. County shall effect such termination by giving written notice of termination to Vendor and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Vendor under this Agreement shall, at the option of County, become its property, and Vendor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered, including reasonable termination expenses.
- 10.3. Termination Due to Loss of Funding. The parties hereto expressly recognize that Vendor is to be paid, reimbursed, or otherwise compensated with funds provided to or appropriated by County for the purpose of contracting for the services provided for herein, and therefore, Vendor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt or appropriation of such funds by County. In the event that such funds or any part thereof are not received or appropriated by County, County may immediately terminate this Agreement without liability, including liability for termination costs.
- 10.4. Remedies: In addition to any other remedies provided in this Agreement, County in its sole discretion may exercise any and/ or all of the following remedial actions, either individually or simultaneously, if Vendor substantially fails to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities or inaction by Vendor. These remedial actions are as follows:
  - 10.4.1. Suspend Vendor's performance pending necessary corrective action as specified by County; and/or
  - 10.4.2. Withhold payment to Vendor until the necessary services or corrections in performance are satisfactorily completed; and/ or



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- 10.4.3. Request the removal from work on this Project of employees or agents of Vendor whom County judges as being incompetent, careless, insubordinate, unsuitable or otherwise unacceptable, or whose continued employment on this Project is deemed to be contrary to the public interest or not in the best interest of County; and/ or
- 10.4.4. Deny payment for those services or obligation which have not been performed and which due to circumstances caused by Vendor cannot be performed or if performed would be of no value to County. Denial of the amount of payment must be reasonably related to the amount of work or performances lost to County.

10.5. Correction of Vendor's Default

If default shall be made by Vendor in the performance of any of the terms of this Agreement, County, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon Vendor a written notice requiring Vendor to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon Vendor such default shall be corrected or arrangements for the correction thereof, satisfactory to both County and the Agreement Administrator, shall be made by Vendor, County may take over the work on The Project and prosecute the same to completion by contractor otherwise for the account and at the expense of Vendor, and Vendor shall be liable to County for any cost or expense occasioned thereby. In such event County may take possession of and utilize, in completing the work on The Project, any materials, tools, supplies, equipment, appliances, and plant belonging to Vendor, which may be situated at the site of The Project. County in such contingency may exercise any rights, claims or demands which Vendor may have against third persons in connection with this Agreement and for such purpose Vendor does hereby assign, transfer, and set over unto County all rights, claims, and demands.

10.6. Cumulative Remedies

Every right or remedy herein conferred upon or reserved to County shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election.

## 11. Miscellaneous

11.1. Extension to Successors and Assigns



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Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the Parties hereto.

11.2. Independent Contractor

Vendor shall perform its duties hereunder as an independent contractor and not as an employee of County. Neither Vendor nor any agent or employee of Vendor shall be deemed to be an agent or employee of County. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through County and County shall not pay for or otherwise provide such coverage for Vendor or any of its agents or employees. Unemployment insurance benefits shall be available to Vendor and its employees and agents only if such coverage is made available by Vendor or a third party. Vendor shall pay, when due, all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Vendor shall not have authorization, express or implied, to bind County to any contract, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by County, and (c) be solely responsible for its acts and those of its employees and agents.

11.3. No Joint Venture or Agency

Nothing in this Agreement shall create a joint venture, partnership, or similar arrangement between the Parties. No Party is authorized to act as agent for the other Party except as expressly stated in this Agreement.

11.4. Audit

County or its designee, may, at reasonable times, during the term of this Agreement or for two years after its termination or expiration, audit Vendor's books with regard to this Agreement, and Vendor shall retain its books and records for the required period.

11.5. Indemnification of County

Vendor shall indemnify and hold harmless County, its agents, officials and employees, against all reasonable losses or damages, including penalties, charges professional fees, attorney's fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Agreement, whether or not it shall be alleged or



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determined that the harm was caused through or by Vendor or a subcontractor, if any, or their respective employees and agents. Vendor further agrees that its obligations to County under this Section include claims against County by Vendor's employees whether or not such claim is covered by workers compensation. Vendor expressly understands and agrees that any insurance or bond protection required by this Agreement, or otherwise provided by Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend County as herein provided, and such obligation exists even if the claim is fraudulent or groundless.

11.6. Force Majeure

Vendor shall not be responsible for any failure to perform or delay attributable to any cause beyond its reasonable control, including but not limited to acts of God, governmental actions beyond County, war, civil disturbance, sabotage, labor disputes, failure or delay in delivery by Vendor's supplier's or subcontractor's, transportation difficulties, shortage of energy, raw materials or equipment, or County's fault or negligence, beyond as provided for in Agreement. In the event of any such delay the Delivery Date shall, at the request of Vendor, be deferred for a period equal to the time lost by reason of the delay.

11.7. Notices

All notices required or permitted under this Agreement will be in writing and will be effective upon confirmed receipt by hand delivery, courier, mail, or email to the address set forth below.

County's Contact	Vendor's Contact
Rio Blanco County GIS Specialist Kyle Eckes (If Postal:) PO Box 1047 (If Delivery:) 555 Garfield Street Meeker CO 81641  or  Kyle.Eckes@rbc.us	or

11.8. Choice of Law



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Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

11.9. Venue

This Agreement is and shall be deemed to be performable in the County of Rio Blanco, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Rio Blanco, Colorado. In the event of dispute concerning performance hereunder, the Parties agree the Court may enter judgment in favor of the prevailing Party for costs and reasonable attorney's fees.

11.10. Immunity

No term or condition of this Agreement shall be construed or interpreted as a waiver by County, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act 28 U.S.C. 1346(b) and 2671 et seq., as applicable now or hereafter amended.

11.11. Software Piracy Prohibition

County or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Vendor hereby certifies and warrants that, during the term of this Agreement and any extensions, Vendor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If County determines that Vendor is in violation of this provision, County may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

11.12. Employee Financial Interests



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County and Vendor state that to their knowledge, no employee of County has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Vendor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Vendor's services and Vendor shall not employ any person having such known interests.

11.13. Vendor Employee Status Pursuant to CRS 8-17.5-101 et. seq.

Vendor certifies, warrants, and agrees that it does not knowingly employ any illegal alien who shall perform work under this Agreement and Vendor shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State program established pursuant to CRS 8-17.5-102(5)(c). Vendor shall not knowingly employ any illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor who fails to certify to Vendor that the subcontractor shall not knowingly employ any illegal alien to perform work under this Agreement. Vendor (a) shall not use E-Verify Program of the State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the subcontractor is employing an illegal alien for work under this Agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing the illegal alien within three days of receiving the notice, (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Vendor participates in the State program, Vendor shall deliver to County, a written, notarized affirmation, affirming that Vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., County may terminate this Agreement for cause and, if so terminated, Vendor shall be liable for damages.

11.14. Agreement with Natural Persons.

Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS 24-73.5-101 et seq., and (c) has produced one form of identification required by CRS 24-76.5-103 prior to the effective date of this Agreement.



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11.15. Suspended or Debarred Pursuant to 2 CFR Part 180

Rio Blanco County receives federal funding, some directly and some via pass through agreements with state agencies. Non-Federal entities are prohibited from contracting with or making subawards under covered transactions to Parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include those procurement contracts for goods and services awarded under a nonprocurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other criteria as specified in 2 CFR section 180.220. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 CFR section 180.215. When a non-federal entity enters into a covered transaction with an entity at a lower tier, the non federal entity must verify that the entity, as defined in 2 CFR section 180.995 and agency adopting regulations, is not suspended or debarred or otherwise excluded from participating in the transaction. This verification may be accomplished by:

- (1) checking the Excluded Parties List maintained by the General Services Administration (GSA) and available at <https://www.sam.gov/portal/public/SAM/>,
- (2) collecting a certification from the entity, or
- (3) adding a clause or condition to the covered transaction with that entity (2 CFR section 180.300). Vendor certifies, warrants, and agrees that it nor any of its principals is either suspended or debarred as of execution of this agreement; and, if at any time under the term of this agreement such status changes, vendor will notify County. If Vendor fails to comply with any requirement of this provision 2 CFR Section 180 et seq., County may terminate this Agreement for cause and, if so terminated, Vendor shall be liable for damages.

11.16. Suspended or Debarred Pursuant to 7 CFR Part 3017

Vendor represents that it is not debarred or suspended pursuant to 7 CFR Part 3017 and to the extent required by Executive Order 12549, Debarment and Suspension, and 7 CFR Part 3017, it has submitted to County a duly executed Certification in the form prescribed in 7 CFR Part 3017. Vendor shall not enter into any subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.



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11.17. Gifts

Vendor certifies that Vendor is familiar with the provision of Article XXIX of the Colorado Constitution (also known as Amendment 41) regarding gifts and is compliant with the provisions of this Article.

11.18. Entire Agreement.

The Agreement constitutes the entire agreement between the Parties, and no changes or modifications shall be effective unless reduced to writing and signed by all Parties hereto.

11.19. Waiver

Failure of either Party to exercise a right granted or to require performance of any term of this Agreement, or waiver by either Party of a breach of this Agreement shall not prevent subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or other term of this Agreement.

11.20. Required Signatures

Person(s) signing as or on behalf of Vendor represent by their signature the person(s) signing is/are fully authorized to so sign this Agreement and that Vendor has taken all steps necessary so that the signature(s) is/are binding upon Vendor.

11.21. Severability/Survival

The provisions of the Agreement shall be severable, and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Where appropriate and applicable, provisions of this Agreement shall survive expiration or any termination of this Agreement.

11.22. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors, personal representatives or assigns of all the Parties hereto.

11.23. Execution by Counterparts; Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall



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be permitted to bind the Parties to this Agreement : (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted into PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS 2471.3101 to -121.

**Where undersigned is a corporation, this section is to be used.**

IN WITNESS WHEREOF, the undersigned hereto has caused this instrument to be signed in their respective corporate name by a duly authorized officer and their corporate seal to be hereunto affixed and attested by their Secretary, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

<p>(Seal)</p> <p>Attest:</p> <p>Clerk to the Board: _____</p> <p>BOCC Meeting Date: _____</p> <p>Contract Form Reviewed by Rio Blanco Attorney <input type="checkbox"/></p>	<p style="text-align: center;"><i>Board of County Commissioners of Rio Blanco County, Colorado</i></p> <p>By: _____ <i>Shawn J. Bolton, Chairman</i></p> <p>By: _____ <i>Jon D. Hill, Commissioner</i></p> <p>By: _____ <i>Jeffrey D. Eskelson, Commissioner</i></p>
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<p>Attest:</p> <p>Secretary Signature: _____</p> <p>Printed Name: _____</p>	<p style="text-align: center;">_____ <i>Corporate Name</i> (Seal)</p> <p>Officer's Signature: _____</p> <p>Printed Name: _____</p> <p>Office Held: _____</p>
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<p><i>Subscribed and sworn before me this _____ day of,</i> <i>_____, 2015, by _____ as</i> <i>_____ of _____.</i></p> <p><i>Notary Public:</i></p> <p><i>My Commission Expires:</i></p>	



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EXHIBIT A - Scope of Work

*(This section to be filled in based on Proposer's response to the Proposal Form's, section "Scope of Work".)*



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EXHIBIT B - Compensation

1. County shall make payment to Vendor if invoice is received by and approved by Agreement Administrator at **Rio Blanco County, GIS Department, PO Box 1047, Meeker CO 81641** by the 20th day of the preceding month.
2. Payment shall be made as provided in paragraph **2. Compensation** unless withheld because of the fault of Vendor.
3. County will make payment to vendor for each department completed and accepted by the Agreement Administrator.

*(Pricing Tables from the Proposal Form will be inserted below)*