

SUPPLIER AGREEMENT

Office Supplies

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the COUNTY OF MONTROSE, Colorado, by and through its Board of County Commissioners (hereinafter called "County"), and _____, (address), (hereinafter called "Supplier"), collectively "Parties" for the purchase and delivery of office supplies.

The County's Representative is (name, address, phone number, email address).

The Supplier's Representative is (name, address, phone number, email address).

The County and Supplier agree as follows:

1. WORK

The Supplier agrees to furnish office supplies for the period from April 11, 2013 to April 10, 2014 in the type, amounts and pursuant to the schedule set forth in the (Request for Proposals Office Supplies and Supplier's proposal), all of which are attached and hereby incorporated herein by this reference.

2. ORDER TYPE/QUANTITY

Supplier shall furnish office supplies in the types and at the price specified in the Supplier's Price Schedule incorporated herein by this reference, made a part of this Agreement and attached hereto as Exhibit _____. This Agreement is for supply of such items on an "as needed" basis. As such, County shall place orders as needed. The authorized County Purchasers shall place orders as described in the Request for Proposals – Office Supplies, but the County is not obligated to purchase all items described in the Price Schedule. The County may increase or decrease quantities as needed and makes no guarantees regarding total quantities purchased over the life of this Agreement.

Supplier agrees to deliver orders within three working days of receipt of order. If Supplier is unable to provide the product ordered within three working days of receipt of the order, Supplier will notify County of the anticipated date of delivery. If Supplier cannot provide products as ordered, the County reserves the right to order from another supplier.

3. CONTRACT AMOUNT AND BASIS

County agrees to pay Supplier for the product supplied pursuant to this Agreement in the sums and in the manner set forth in the Request for Proposals Office Supplies, incorporated herein by this reference, made a part of this Agreement and attached hereto as Exhibit A. Payment shall be made upon billing by Supplier, which billing shall occur not more frequently than monthly. The Parties agree and acknowledge that this Agreement does not constitute a multiple fiscal year debt or financial obligation of County within the meaning of Section 20(4)(b) of Article X of the Constitution of Colorado. The Parties further agree and acknowledge that the County has made no promise to continue to budget and appropriate funds beyond the current fiscal year of this Agreement and the County shall have no obligation to appropriate funding for any period beyond the current fiscal year of this Agreement.

4. INDEMNIFICATION AND GOVERNMENTAL IMMUNITY

To the extent provided by law, Supplier will indemnify and hold harmless, Montrose County, its elected officials, officers, employees, volunteers and agents from any and all claims as a result of Supplier's acts, omissions and/or negligence. Nothing in this Agreement is, or shall be construed to be, a waiver by County of the provisions of the Colorado Governmental Act (C.R.S. §24-10-101. et Seq.)

5. WARRANTIES

Supplier warrants that it is an authorized dealer of all products it will be supplying to County, and that it is legally able to supply County with such products under its authority. Supplier further warrants that all work done under this Agreement will be performed in a professional manner and that products ordered will be supplied in accordance with the brand name requested and will be free from defects. Without limitation of any rights which County may have by reason of any breach of warranty, goods which are not as warranted may be returned at Supplier's expense within a reasonable time after delivery, for credit or replacement, as County may direct, and supplier will provide County with replacement products of the same type and without defects at no additional charge.

6. OVERSHIPMENTS

Material shipped in excess of quantity ordered may be returned at Supplier's expense.

7. PATENT GUARANTEE

Supplier shall, with respect to any device or composition of Supplier's design or Supplier's standard manufacture, indemnify and hold harmless Montrose County, its elected officials, officers, employees, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Supplier is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the County.

8. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Supplier shall fail to fulfill in a timely and proper manner its obligations, or if the Supplier shall violate any of the covenants, agreements or stipulations of the award, the County shall thereupon have the right to terminate the award by giving written notice to the Supplier of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports, or other materials prepared by the Supplier shall, at the option of the County, become property of the County, and the Supplier shall be entitled to receive just, equitable, compensation for any satisfactory work completed, prepared documents, or materials as furnished.

Notwithstanding the above, the Supplier shall not be relieved of liability to the County for damage sustained by the County by virtue of breach of this Agreement by the Supplier and the County may withhold any payments to the Supplier for the purpose of set off until such time as the exact amount of damages due the County from the Supplier is determined.

9. TERMINATION OF CONTRACT FOR CONVENIENCE

The County may terminate this Agreement at any time by giving written notice to the Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the Supplier under the award shall at the option of County become its property. If the Contract is terminated by County as provided herein, the

Supplier will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished to the total services/materials the Supplier covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the Supplier, termination of award for cause, relative to termination shall apply.

10. INSURANCE

Supplier shall purchase and maintain, at Supplier's own cost, primary insurance coverage with minimum coverage limits as set forth below. Insurance(s) must be with insurers and formats acceptable to Montrose County, covering all premises and operations, and in force from the beginning of the project through the warranty period. The Contractor will be responsible for any deductible losses required in its insurance(s).

Commercial General Liability

- combined single limits of one million dollars (\$1,000,000) each occurrence
- one million dollars (\$1,000,000) aggregate

Coverage must include bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must also contain a provision for severability of interests.

Employer's Liability Insurance

- six hundred thousand dollars (\$600,000) each accident
- six hundred thousand dollars (\$600,000) disease - policy limit
- six hundred thousand dollars (\$600,000) disease

Worker's Compensation (Evidence of qualified self-insured status may be substituted)

- in an amount according to applicable laws for Contractor's employees

Comprehensive Automobile Liability – bodily injury and property damage

- combined single limits of six hundred thousand dollars (\$600,000) each occurrence
- six hundred thousand dollars (\$600,000) aggregate

Coverage shall be for each owned, non-owned or hired Contractor vehicle (including employee-owned vehicles) used for the project and shall also contain a provision for severability of interests. Montrose County, its elected officials, officers and employees must be named on the certificate as additional insured.

Certificates of insurance must be received and approved by Montrose County prior to the beginning of Contractor services. Certificate(s) must identify the project and indicate that cancellation, termination or material change to the policy will not occur without 30 days prior written notice to the County. If asked, the Contractor must provide a certified copy of any policy and/or endorsement. Should the Contractor fail to purchase or maintain insurance(s) as required, the County may either terminate this Agreement or purchase the required insurance and recover the cost from the Contractor.

The County reserves the right to approve variations in the above insurance coverages.

11. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship of the Parties is that of Independent Contractors. Neither Supplier, nor its employees, are employees, agents, partners, joint ventures or associates of County, and as such are not entitled to any benefits of employment ordinarily provided to employees of County, including but not limited to workers compensation, unemployment benefits and compensation. Supplier shall be responsible for payment of all tax obligations, including as appropriate, federal, state and local tax on the monies paid to Supplier by County.

12. ASSIGNMENT

Supplier shall not assign this order nor any monies to become due hereunder without the prior written consent of County. Any assignment or attempt at assignment made without such consent by the County shall be void.

13. TAXES

The County is exempt from City, County, State and Federal Sales/Excise Taxes. Certificates will be issued upon request and Supplier shall obtain all appropriate tax exemption certificates from the County.

14. COMPLIANCE WITH LAWS AND REGULATIONS

Supplier shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement. Supplier shall comply with all federal, state, and local regulations for licensing, sale, and distribution of office supplies for each order.

15. COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

16. AMENDMENTS, MODIFICATIONS

No amendment or modification of this Agreement shall be binding upon either Party unless made in writing and signed by authorized agents of both Parties.

17. FOB POINT

The FOB point shall in all cases be destination.

18. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive between the Parties. It is understood that Supplier may provide services and/or products to other clients. County reserves the right to obtain products that are the subject of this Agreement from other suppliers as set forth in Clause 2 above.

19. COUNTERPARTS

This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original but both of which shall constitute one and the same instrument.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto and supersedes all previous agreements between the Parties with respect to the subject matter hereof, whether written or oral, and shall be amended, supplemented or altered only by written agreement executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the Party executing this Agreement on their behalf is duly authorized.

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF MONTROSE, COLORADO**

SUPPLIER: _____

By: _____
Ron Henderson, Chairman

By: _____

Attest: _____
Deputy Clerk and Recorder

Printed Name

Title: _____