

iSupplier Application Terms and Conditions of Access and Use

County of Berks, herein after referred to as County

Only individuals with the authority to accept this agreement and abide by its Terms and Conditions should register. Registration for the Service does not guarantee that the County will issue documents that match a Suppliers NIGP codes. Registration also does not automatically qualify the Supplier to bid, quote or propose with the County. The County may request further information from the Supplier before it issues any award or takes any other related action. Supplier registration for the Service does not confer or imply any special consideration toward the Supplier by the County. The County reserves the right to refuse responses of solicitations from Suppliers determined by the County to be ineligible.

For best results, we recommend Internet Explorer 7.x or greater (PC), Firefox 3.0 and Safari (for Mac Users) 2.0.x2, where x=4 or higher or greater.

Access & Use - iSupplier:

iSupplier is powered by software provided by Oracle.

The following terms and conditions apply to your use of any part of iSupplier each time that you use it. By registering as a supplier, you accept and agree to be bound by these terms and conditions.

This Agreement shall be governed by the laws and regulations of the State of Pennsylvania.

The following terms and conditions are not the County's PO, Contract or Bid Terms and Conditions. Such Terms and Conditions will be included within the application and attached to each procurement opportunity or award as applicable.

Registration Obligations:

The County is not responsible for and accepts no liability for any technical problems that result from using iSupplier.

In consideration of your use of the web site, you agree to provide true, accurate, current and complete information about your organization. If you provide any information that is untrue, inaccurate, not current or is incomplete, or the County has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the County has the right to suspend or terminate your account and refuse any and all current or future use of iSupplier (or any portion thereof). Suppliers are responsible for keeping their information current on iSupplier. Suppliers are encouraged to utilize an email address that is regularly read to insure that incoming mail notices are read on a regular basis.

Amending This Agreement:

From time to time, the County may make changes to this agreement. The County reserves the right to amend the provisions of this agreement at any time. The amended agreement shall become effective immediately, and it is your responsibility to monitor for notices of such amendments.

Eligibility:

iSupplier is a secured web site and Supplier's will only be able to access information related to your respective supplier site. iSupplier is available only to the County, its designated agents, and properly registered suppliers who desire to, directly access information and enter business transactions across the procure-to-pay life cycle, inclusive of payment ach information including but not limited to have entered into, or are choosing to enter into legally binding contracts with the County under applicable law for legitimate business purposes as further limited below with an email address and one of the browsers specified above. If the supplier does not qualify under the foregoing, supplier may not use iSupplier.

Nature of Site:

Venue Only - The web site acts to allow access to information and enter business transactions across the procure-to-pay life cycle for the County, its component and registered suppliers. Such includes but is not limited to view invoices received, payments sent, purchase orders, receipt history, returns and purchase order history as well as transactions such as acknowledge purchase orders, enter invoices and respond to procurement solicitations.

iSupplier utilizes the Internet and the World Wide Web which is comprised of systems that are completely out of the County's control including but not limited to: the County, its agents, and registered suppliers' respective internet service providers. The County and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, acts of God, power failures, and or user errors. All bids must be submitted before the due date regardless of your organization's ability to submit bids online. It is the suppliers' responsibility to ensure that solicitation documents arrive before the due date and time.

The County reserves the right to extend solicitations, herein, Invitation to Bid, Request for Information, Request for Proposals and Request for quotes due dates and times, issue bid addenda, or cancel and reissue such opportunities when the County determines the act to be in the best interest of the County, its agents, its component and registered suppliers as it deems fit.

Server Time - The County's Online Sourcing Application Server Time is imbedded within the application. The Server Time is the County's Official Time Clock for all sourcing opportunities.

Server Time Display. Supplier acknowledges that various internet browsers may not accurately display the Server Time on the screen. Due to various browser and operating system configurations some internet browsers may display the server time several seconds behind the actual server time.

Electronic Signature (Digital Signature). Supplier acknowledges that the user identification and password serves as their unique electronic signature for all iSupplier transactions. Please be advised that depending upon the nature of the solicitation and the company type, the Supplier may be required to have the President or Vice President signature and the signature attested by the Corporate Secretary or Treasurer. In such a case if an employee other than the President or Vice President signs on behalf of the corporation or if the President or Vice President's signature is not attested by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature must be attached to the bid. As such in both scenarios a pdf document with all required signatures and resolutions must be provided.

Award Notifications - County will furnish the successful bidder/offeror with a formal Purchase Order. In no case shall delivery or fulfillment be made to any location without a Purchase Order number and prior approval of the Purchasing Department. **BE ADVISED THAT A PURCHASE ORDER OR CONTRACT IS REQUIRED PRIOR TO THE DELIVERY OF ANY GOODS AND/OR SERVICES. IF YOU PROVIDE GOODS AND/OR SERVICES FOR THE COUNTY WITHOUT A PURCHASE ORDER OR CONTRACT FROM THE PURCHASING DEPARTMENT, YOU DO SO AT YOUR OWN RISK AND HAVE NO ASSURANCE OF PAYMENT.**

Supplier registration does not constitute a commitment by County or imply your guaranteed participation in all request for quotes, request for information, invitations to bids or request for proposals within your registered commodity.

Support - Supplier understands and agrees that technical support may not be readily available the day of and or the hours/minutes prior to a closing time (Due Date/Time). Supplier also understands and agrees that internet access, browsers, and operating systems are not supported by the County and/or its agents. Suppliers are strongly encouraged to review, create, and submit all electronic responses several days in advance of the due date and time.

File Attachments. Supplier agrees to attach file(s) to their solicitation response only when requested by the County.

Waiver and Indemnification:

In no event will the County, its elected officials, employees or its agents be liable from and against any and all liability damages, claims, suits, liens and judgements (including reasonable attorneys' fees) of whatever nature. County, its elected officials, employees or its agents shall not be liable for direct, consequential, special, or punitive damages. In addition, you will indemnify, defend and hold the County, its employees, elected officials and/or its designated agents harmless from any and all loss, cost, damage, claims, or demands of any kind or nature whatever that arise in any way out of your use of iSupplier, including but not limited to, without limitation, loss of profits or interruption of business, whether such damages are alleged in sort, contract, indemnity, or otherwise, even if the County has been apprised of the possibility of such damages which shall also include products liability claims.

County is not responsible for disruption of services due to circumstances beyond their control, including, but not limited to: fire, flood, war, civil unrest, severe weather, disruption of telephone or Internet service, technical or mechanical problems affecting the Supplier's computer or fax equipment, or other unforeseen catastrophes.

Supplier's Information:

Supplier's information includes any information Supplier provides to the County during the use of the web site. With respect to Supplier's Information:

1. Supplier is solely responsible for Supplier's Information, and web site acts as a passive conduit for Supplier's online distribution and publication of Supplier's information. However, the County may take any action with respect to such information the County deems necessary or appropriate in the County's sole discretion if the County believes it may create liability for, or loss to, the County, its agents, or other suppliers, or may cause the County to lose (in whole or in part) the services of the County's ISPs or other suppliers.
2. Supplier's information and Supplier's products and/or services
 - (a) shall not be false, inaccurate, or misleading;
 - (b) shall not be fraudulent or involve the sale of counterfeit or stolen items;
 - (c) shall not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights, or rights of publicity or privacy;
 - (d) shall not violate any law, statute, ordinance, or regulation of any jurisdiction (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
 - (e) shall not be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing;
 - (f) shall not contain pornography or otherwise be harmful to minors;
 - (g) shall not contain any viruses or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
 - (h) shall not include, illegal weapons, or explosives; any illegal drugs or drug paraphernalia; and
 - (i) shall not link directly or indirectly to or include descriptions of products or services:
 - (1) that are prohibited under these Terms and Conditions of Use or the fruits of such prohibited products or services, or
 - (2) to which Supplier does not have a right to link or include. Furthermore, Supplier may not post on the web site or sell through the web site any product or service that could cause the County to violate any applicable law, statute, ordinance, or regulation of any jurisdiction.
3. Supplier's information is to be used by the County so that the County is not violating any rights Supplier might have in that information.

Links to Third Party Sites:

The County's online sourcing web site may contain links to third-party websites that are not under the control or operation of the County. The County provides any such links only as a convenience and does not endorse and is not responsible for the contents of any linked site or any site linked to from a linked site

Copyright:

Supplier software is copyrighted and protected by United States copyright laws. Supplier may print and download portions of the materials contained on the web site for Supplier's non-commercial use provided Supplier maintains the copyright notice and any other notices that appear on any such copies. Any other copying, redistribution, publication, or retransmission of any portion of the materials on the web site is strictly prohibited without the express written permission of County and Oracle.

CLICKING TO AGREE WITH THE TERMS AND CONDITIONS OF USE STATED ABOVE COMMITS YOU AND YOUR ORGANIZATION TO THE COUNTY'S TERMS AND CONDITIONS FOR USE OF ISUPPLIER.