

On-Line Vendor User Disclaimer

VENDOR USER AGREEMENT

Below are the terms and conditions under which you (as a Vendor) may have access to our online procurement system to respond to requests for goods and services and proposals.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms will be effective immediately. This Agreement may not be otherwise amended except in writing signed by you and us (Bureau of Purchases, City of New Haven; hereinafter referred to as "NH-IBid")

Eligibility. The NH-IBID system is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, our system is not available to minors (under 18 years of age) or to those suspended from its use. If you do not qualify, please do not use our system. Furthermore, you may not assign or transfer your account or user identification with us to any other party.

Fees. There is no membership fees associated with using this system.

Communication System Only. You acknowledge that our site merely provides the communication system and means to allow you to make responses to our solicitation requests. Remedy to address online submission malfunction opening from the "NH-IBid lockbox" can only be addressed by the user possessing and providing a valid system generated receipt of solicitation submission for review by the Bureau of Purchases.

Fraud or Manipulation. We may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with our site or the CITY OF NEW HAVEN.

Accuracy of Information and Restrictions. You are solely responsible for all information you provide to us with regards to vendor registration and solicitation submission response. ("Your Information"). NH-IBid acts as a conduit for the online distribution and publication of Your Information. You agree that Your Information and any items you represent to this site: (a) will not be false, inaccurate or misleading; (b) will not be fraudulent or involve the sale of counterfeit or stolen items; (c) will not knowingly contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (g) . Solely to enable us to use Your Information, for purpose of meeting the procurement needs of the City of New Haven and its related agencies.

Access and Interference. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is updated on a real time basis. You agree that you will not copy, reproduce, alter, modify, create works, or publicly display any content (except for Your Information) from our site without the prior expressed written permission of the Purchasing Agent, City of New Haven, Bureau of Purchases. Furthermore, you may not provide access to, or information from, the NH-IBID site to any other party without the prior expressed written permission of the City of New Haven Bureau of Purchases.

Breach. Without limiting other remedies, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your access to our site and system and refuse to provide our services to you: (a) if you breach this Agreement or the documents it incorporates by reference; (b) if we are unable to verify or authenticate any information you provide to us; or (c) if we believe that your actions may cause legal liability for you, our users or us.

Notices. Except as explicitly stated otherwise, any notices will be given by e-mail from the Bureau of Purchases, City of New Haven., to the e-mail address you provided to NH-IBID during the registration process. Notice will be deemed given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, we may give you notice by certified mail, to the address provided to NH-IBID during the registration process. In such case, notice will be deemed given 3 days after the date of mailing.

General. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. You agree that this Agreement and all incorporated agreements may be automatically assigned by Bureau of Purchase's NH-IBID, in our sole discretion. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.