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Please read the following carefully prior to using this site.

The BPU Strategic Sourcing Procurement System is provided for the convenience of vendors to access procurement information. By registering on this website, you agree to the terms and conditions contained herein. BPU reserves the right to update the terms and conditions of use at any time. BPU reserves the right at any time to modify this website and shall not be liable to vendor or any third party for any modification or suspension of the service. Vendor's continued use of this website means that you accept those changes.

BPU will exercise all possible and reasonable care to avoid mechanical and other failures in this procurement system. BPU is not responsible for and accepts no liability for any technical problems that result from this website. However, failure of BPU to send an email notification or email not being sent to or received by a bidder will not constitute cause for other bids/proposals received to be rejected and the requirements to be re-advertised.

Vendor's users agree to: (1) provide true, accurate, current and complete information as evidenced by your registration form; and (2) maintain and properly update registration information to keep it true, accurate, current and complete. If the vendor provides any information that is untrue, inaccurate, not correct, or incomplete, BPU has the right to suspend or terminate the vendor account and refuse any current or future use of this site.

<u>Password and User ID</u>. Vendor's users will have a password and user ID upon completion of the registration process. Vendor's registered users are responsible for maintaining the confidentiality of the password and are responsible for all activities under that password. Vendor agrees to: (1) immediately notify the BPU Purchasing Department of any unauthorized use of vendor's password or user ID or any other breach of security; and (2) ensure that vendor properly logs off the account at the end of each session.

Vendor is responsible for all content uploaded, posted, emailed, transmitted, or otherwise made available to BPU through this site by the vendor or through the vendor's account.

Operations of Website Security. BPU will not process any electronic bid or proposal if doing so might endanger the BPU system operations. All attachments must be free from electronic security risks, such as viruses and worms. In the event BPU decides that it will not process vendor's bid or proposal document because of suspected security concerns or files are found to be corrupted or unusable, BPU will make a good faith effort to notify the vendor that the vendor's electronic bid or proposal will not be processed, but in all cases vendor is responsible for timely delivery of bid or proposal documents in compliance with BID/RFP requirements.

<u>Termination of Vendor Access</u>. BPU may, in its sole discretion, terminate vendor's password or use of this site, and remove and discard any content within our website, for any reason, including, without limitation, for lack of use or if BPU believes that vendor has violated or acted inconsistently with these terms and conditions stated herein. BPU may terminate vendor access to this site without prior notice and may immediately deactivate or delete vendor's account and all related information and files in vendor's account. BPU shall not be liable to vendor or any third party for any termination of access.



System Downtime. BPU cannot guarantee continuous, uninterrupted or secure access to our services. The operation of this site may from time to time be affected by numerous factors outside of our control. In the event that we are notified of any problems in a timely manner (approximately two hours or more before the bid due time), we will do our best to assist with those problems that will fall within our control.

In the event of a BPU system failure that interferes with the ability of the Vendor to submit electronic bids or proposal, or to otherwise participate in the BID/RFP, BPU may cancel the BID/RFP or may extend the date and time for receipt of the bid or proposal.

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VENDOR SHALL INDEMNIFY, HOLD HARMLESS, SAVE AND DEFEND BPU, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY INCLUDING CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION, TOGETHER WITH ANY AND ALL LOSSES, COSTS OR EXPENSE, INCLUDING ATTORNEYS FEES, WHERE SUCH LIABILITY IS FOUNDED UPON OR GROWS OUT OF THE ACTS, ERRORS, OR OMISSIONS OF THE SUCCESSFUL REPONDENT, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

Any unidentified modifications to the original document issued by the BPU shall be null and void. In those situations where modifications are unidentified, the original document issued by BPU shall take precedence. The vendor is responsible for clearly identifying any and all changes or modifications, as exceptions to any downloaded documents in their response to the BPU.

In the case of an inconsistency between information received from the respondent through this site and the original written document, the original document shall prevail.

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