**County of Bergen**
**Division of Purchasing**
**Department of Administration and Finance**

## COUNTY OF BERGEN VENDOR OPT IN FORM FOR ELECTRONIC RECEIPT OF PURCHASE ORDERS

The "County of Bergen Vendor opt in form for electronic receipt of purchase orders" (the "Agreement") sets forth the terms and conditions that apply to all Vendors who voluntarily choose to opt in to receive purchase orders electronically from the County of Bergen (the "County"). Vendor and County hereby agree as follows:

1. Vendor means the entity identified on the face of the Purchase Order or the individual signing this Agreement on behalf of the entity identified on the face of the Purchase Order.

2. Vendor agrees to receive Purchase Orders from the County via e-mail notification or otherwise known as e-Purchase Orders ("EPOs").

3. Vendor understands that by choosing to receive EPOs the County will no longer provide physical copies via the U.S. Postal or other delivery methods.

4. Vendor acknowledges that in order to confirm receipt of EPOs sent by the County, Vendor shall add the County's email address, BCPurchasing@co.bergen.nj.us, to the appropriate address book and shall take all necessary steps to safeguard that EPOs sent by the County are not being directed to a "Junk" or "Spam" folder.

5. Vendor represents and warrants that they have provided the County with complete and accurate information. Vendor agrees that should any information change, it is the sole responsibility of the Vendor to sign a new Agreement and update any e-mail addresses that the County may have on file.

6. Vendor shall take all necessary steps to stay up to date on EPOs in a timely manner including but not limited to checking their e-mail account on a regular basis and turning e-mail notifications on.

7. Vendor acknowledges and agrees that EPOs sent to their personal secure online account are deemed received upon delivery and not when they are read by Vendor.

8. Vendor acknowledges that they can request a paper copy of an EPO sent to their personal online account by the County. The County will provide a copy within seven (7) working days of such request.

9. Vendor acknowledges that the County has the discretion to provide traditional paper purchase orders in the event EPOs sent to Vendor are not being received or responded to by Vendor.

10. The County makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with EPOs provided under this

Agreement. The County does not and cannot warranty that the EPO system will operate without error, or that the EPO system will be available at all times. Vendor agrees that the County, its employees, agents or contractors shall not be liable for any indirect, incidental, special or consequential damages, loss of profits, revenue or data, including loss of use by Vendor or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory, which results from Vendor's choice to receive EPOs under this Agreement.

11. The County reserves the right to change the terms and conditions of this Agreement at any time, including the addition and deletion of EPO services. The County may update this agreement on its website and may notify Vendor of such changes by regular mail or e-mail to Vendor's most recent addresses that the County has on file. The notice will be posted or sent least thirty (30) days in advance of the effective date of any changes unless the result of an emergency.

12. The County has absolute discretion to make the EPO system available to Vendor. Further, the County has the discretion from time to time and upon giving notice to Vendor, to modify, restrict, withdraw, cancel, suspend, or discontinue the EPO system without explanation and Vendor acknowledges that by using the EPO system after any modification or change has been effected, Vendor consents to such modification or change.

Vendor: _____

Representative (Print name and Position): _____

Signature: _____

Date: _____

**E-MAIL address(es) for e-purchase orders**:

Primary E-Mail Addresses: _____

Secondary (Backup) E-Mail Address: _____