

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

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

By signing this COUNTY OF BERGEN VENDOR OPT IN FORM FOR ELECTRONIC RECEIPT OF PURCHASE ORDERS (this Agreement) Vendor agrees to the following terms:

1. I ("I", "you", "me" "my" or "Vendor" shall all refer to the entity or individual signing this Agreement on behalf of Vendor) agree to receive purchase orders from the County of Bergen (the County) by e-mail notification (e-Purchase Orders)
2. I understand that by choosing to receive e-Purchase Orders that the County shall no longer send me hard copies via the U.S. Postal or other delivery Service.
3. I certify that I will add the e-mail address BCPurchasing@co.bergen.nj.us to my address book and will take the appropriate steps to ensure that e-Purchase Orders sent by the County do not go to a Junk or Spam folder.
4. I represent that all information provided herein is accurate as of the date signed. I agree that should any information change that it is the responsibility of the Vendor to complete a new COUNTY OF BERGEN VENDOR OPT IN FORM FOR ELECTRONIC RECEIPT OF PURCHASE ORDERS and update any e-mail addresses that the County may have on file.
5. I agree to check my e-mail account on a regular basis to make sure that I view e-Purchase Orders in a timely manner.
6. I understand that e-Purchase Orders sent to my personal secure online account are considered received by me when the e-Purchase Order is received by my e-mail, even if I do not read it.
7. I understand that the County may give me a paper copy of any e-Purchase Order posted in my secure personal online account, if I ask for one.
8. I understand that I can stop receiving e-Purchase Orders at any time and go back to receiving notices and forms by US mail. To do so I only need to contact the County at BCPurchasing@co.bergen.nj.us and inform it of my decision to change back to paper correspondence.
9. I understand that the County may go back to sending me traditional paper purchase orders if the e-Purchase Orders sent to my email could not be received by the email address I have provided.
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 e-Purchase Orders provided under this Agreement. The County does not and cannot warrant that the e-Purchase Order system will operate without error, or that the e- Purchase Order system will be available at all times. I agree 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 me 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 my choice to receive e-Purchase Orders 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 e-Purchase Order services. The County may update this agreement on its website and may notify me of such changes by mail or electronic message to my most recent addresses listed on County records. The notice will be posted or sent at 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 e-Purchase Order system available to me. Further, the County has the discretion from time to time and upon giving notice to me, to modify, restrict, withdraw, cancel, suspend or discontinue the e-Purchase Order system without giving any reason and I understand that by using the e-Purchase Order system after any modification or change has been effected, I have agreed to such modification or change.

Vendor: _____

By:
(Print name and position) _____

Signature: _____

Date: _____

E-MAIL address(es) for e-Purchase orders:

Primary E-Mail Address: _____

Secondary (Backup) E-Mail Address: _____