COUNTY OF PLACER
ADMINISTRATIVE SERVICES DEPARTMENT
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone: 530-889-7776

PLACER COUNTY eBID SYSTEM
TERMS AND CONDITIONS OF ACCESS AND USE

1. General

a. As used herein:
- "Placer County" shall be interpreted to mean the County of Placer, its employees, agents, and volunteers, and may also be referred to as "County"
- "Supplier" may also be referred to as Vendor, Firm, Organization, or Contractor
- "E-Bid System" may also be referred to as Online Bidding System, Web Site, or Site

b. These terms and conditions apply to your use of any part of this online bidding system. By registering as a supplier, you accept and agree to be bound by these terms and conditions. The County reserves the right to suspend or terminate any account and refuse any and all current or future use of this site by any party who violates these terms and conditions. The County also reserves the right to employ any other rights and remedies provided by law, including temporary or permanent debarment of the supplier.

c. These terms and conditions apply primarily to the use of this E-Bid site. Each Invitation for Bids, Request for Proposals, and Request for Quotes contains additional terms and conditions that are relevant to the individual solicitation.

d. Individuals who register on this site warrant that they have the authority to accept this agreement on behalf of their firm or organization and will abide by these Terms and Conditions. Registering with this bidding site does not constitute designation of your firm as an approved or preferred supplier.

e. The Placer County E-Bid System application is powered by software provided by Ion Wave Technologies, Inc. (IWT) http://www.ionwave.net. The terms and conditions of use stated herein represent the terms required by the County and IWT as a designated agent of this site.

f. The County reserves the right to amend the provisions of this agreement at any time by posting such amendments on this web site. The amended agreement shall become effective immediately. It is your responsibility to monitor this site for notices of such amendments.

g. Invitations for Bids, Requests for Proposals, or Requests for Quotes are provided via this site as a convenience to the vendor community. Bids may be submitted electronically via this site, or in hard-copy form. Suppliers who wish to submit their bids or quotes in hard-copy form shall do so only on the documents provided by the County, and in the manner prescribed in the bidding documents. Bidders who download bid documents for hard-copy submittal shall not alter the specifications, terms, or conditions. Exceptions to any of the published requirements shall be clearly documented. Changes or alterations to any specifications, terms, or conditions shall be in ink or typewritten, and shall be initialed in ink. Failure to comply with these provisions may result in rejection of your bid. In the event of discrepancies or conflicts between the County's originally published document(s) and any other version distributed or submitted by other parties, the County's original version shall prevail.

h. The County's E-Bid site or the documents posted to the site may contain links to third-party websites that are not under the control or operation of the County. Such links are intended to serve only as a convenience to the bidder for reference or informational purposes, and do not constitute County's endorsement or responsibility for the contents of any linked site.

2. Eligibility

a. The web site is available only to suppliers who desire to enter into legally binding contracts with the County under applicable law for legitimate business purposes. The County reserves the right to refuse registration for any persons, firms, or organizations who attempt to register for any purpose other than stated herein.

3. Supplier Obligations

a. As a supplier or potential supplier to the County, you must provide true, accurate, current and complete information about your organization. Suppliers are encouraged to utilize an email address or set up multiple email accounts that are monitored on a regular basis to ensure that notices from this site are reviewed promptly, to avoid missing bid opportunities.

b. Supplier registration does not constitute a commitment by the County or imply your guaranteed participation in all bids/proposals within your registered commodity.

c. Suppliers are solely responsible for the accuracy of the information they provide, and are responsible for keeping their information current on this web site.

d. The information and products and/or services offered in a submitted bid or proposal via this website are subject to the following provisions:

i. Shall not be false, inaccurate, or misleading;
ii. Shall not be fraudulent or involve the sale of counterfeit or stolen items;
iii. Shall not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights, or rights of the public or the County;
iv. 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);
v. Shall not be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing;
vi. Shall not contain pornography or otherwise be harmful to minors;
vii. 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;
viii. Shall not include illegal weapons or explosives, or illegal drugs or drug paraphernalia; and
ix. Shall not link directly or indirectly to or include descriptions of products or services that are prohibited under these Terms and Conditions of Use, nor shall it be linked to products or services to which Supplier does not have a right to link or include. Furthermore, Supplier may not post on the County's 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.

e. Suppliers who are selected for award of purchase orders, blanket purchase order, or contracts will be required to complete and return the following forms, unless current documents are already on file with Placer County:
- Placer County Payee Data Record or standard Internal Revenue Service W-9 form;
- State of California CA590 form; and
- Placer County Vendor File Application form.

4. Technical Requirements

a. In order to use this site, your browser must support JavaScript. For best results, we recommend Internet Explorer 6.x or greater (PC) and Safari 1.2 or greater (Apple OS X).

b. For AOL users, we recommend you use the above browsers, and not AOL's standard browser.

c. Pop-Up Blocking: We recommend that you disable pop-up blocking software when accessing and using this site, to avoid problems accessing and interacting with the site.

d. Trusted Site: We recommend that you make this site a "trusted" site in your browser's internet options configuration, to avoid problems accessing and interacting with the site.

e. Spam Filters: Users should adjust all appropriate settings to enable the delivery and acceptance of all email coming from Placer County.

f. Placer County's E-Bid System application utilizes the Internet and the World Wide Web which is comprised of systems that are out of the County's control. The County and its agents shall not be responsible for Internet outages, hardware failures, software failures, downtime, acts of God, power failures, and/or user errors. Placer County and IWT are not responsible for, nor will accept any liability for any technical problems that result from using this web site application, including errors or omissions occurring in the transmission or downloading of any documents or specifications from the site.

g. Server Time. The County's E-Bid system displays its current server time, which is the current time in the Pacific Time Zone (adjusted twice yearly for Daylight Saving Time). The server time is the County's official "time clock" and shall govern receipt and scheduling of all solicitations. No other time clock, regardless of reputation, will be considered.

h. Server Time Display. The current server time is displayed within the user's browser. 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.

i. Time Zone Setting. The County's E-Bid system includes capabilities for suppliers to see the server time in the supplier's own time zone. It is the suppliers' responsibility to set the proper Time Zone Setting for your location.

j. Support. Supplier understands and agrees that user support may not be readily available the day of and or the hours/minutes prior to a bid 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.

5. Security

a. Electronic Signature (Digital Signature). Supplier acknowledges that the User Identification and Password serves as their unique Electronic Signature for all bid responses and submissions. Supplier further acknowledges that he/she is solely responsible for the safekeeping of their User ID and Password/Signature to prevent unauthorized use.

6. Waiver and Indemnification

In no event will the County or its agents be liable for any consequential, special, or punitive damages in connection with the use of this system. In addition, by use of this system, you agree to indemnify, defend and hold the County and 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 this site, including, but not limited to, product liability claims.

7. Copyright

The online bidding software is copyrighted and protected by United States copyright laws. Ion Wave Technologies, Inc. is the exclusive owner, authorized licensor, or licensee of any and all copyrights, trademarks, service marks, and any other intellectual property right in the software. 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 Ion Wave Technologies, Inc.

- - End of eBid Terms and Conditions - -