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Toll Free Customer Support

(866) 526-9266

Transpire, Inc.

*A Wholly owned subsidiary of the National Association of
Housing and Redevelopment Officials*

630 Eye Street, Northwest,
Washington, DC 20001-3736

(877) 866-2476

Fax (202) 289-8181

www.transpire.org

The NAHRO e-Procurement System

VENDOR / SUPPLIER AGREEMENT

Welcome to the NAHRO e-Procurement System!

This electronic system will enable your company ("vendor") to sell goods and services efficiently and competitively over the Internet to local housing authorities and community development agencies nationwide. This system is operated by Procurement Assistance Software & Support ("PASS") in cooperation with Transpire, Inc., a subsidiary of the National Association of Housing and Redevelopment Officials (NAHRO). (PASS and Transpire, Inc. are jointly and severally called PASS/NAHRO)

The NAHRO e-Procurement System will provide to participating vendors access to solicitations from local agencies across the country on a local, state, regional or national basis. It will also provide to NAHRO member agencies the ability, among other things, solicit and receive bids and proposals, make awards, and engage in cooperative procurement activities.

In using this system, it is important that you understand the nature of the system and certain terms and conditions that govern its use. Your acknowledgment of this agreement and your subsequent use of this site constitute your agreement to these terms and conditions, which are stated below. After reviewing this agreement and following the sign up instructions, you will be provided with an access code and password for access to the entire website. Before conducting sales and maintenance activities, you will be asked to confirm your agreement to the terms and conditions as provided on the NAHRO e-Procurement System web site. After this is done, you may proceed to operate the system and conduct sales activities in the manner provided on the web site.

TERMS AND CONDITIONS OF USE

In using this site, you (vendor and individual authorized user) agree to the following:

Conduit Services Only. The NAHRO e-Procurement System provides only an Internet conduit through which you may communicate the availability of your goods and services to agencies, for agencies to communicate their procurement needs to you, and for you to respond to requests for quotations, bids or proposals in an electronic format. You understand, however, that this site operates only as a venue for entering into these transactions and that the participating agencies are not controlled by PASS/NAHRO. Accordingly, PASS/NAHRO makes no representation of any kind concerning the transactional history or financial stability of agencies, and you must look only to the agencies with which you choose to transact business for performance of any agreements with them.

*NAHRO E-Procurement System is a product of and operated by Transpire, Inc.

Buyer Representations and Warranties. PASS/NAHRO does not verify or vouch for the information supplied or representations made by agencies on this site and make no warranty of any kind to you concerning any agency using this system. You must look solely to the agency with respect to any agency-supplied information, representations and warranties. Therefore: 1) PASS/NAHRO DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING AGENCY AND A VENDOR, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) PASS/NAHRO FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY AGENCY.

Coded Access. The NAHRO e-Procurement System is available only to participating vendors. Accordingly, access to the system is limited to vendors having assigned access codes and passwords. In addition, only authorized vendor personnel who hold individual authorization codes may make sales on the system. You agree not to divulge your vendor access code, password or any individual authorization code to anyone outside your company. If you allow either code or password to fall into the hands of an unauthorized person, PASS/NAHRO has no way of detecting unauthorized use of your codes and is not responsible for such unauthorized use of the system. PLEASE SAFEGUARD YOUR ACCESS AND AUTHORIZATION CODES. Unauthorized users of this system may be subject to both civil and criminal prosecution under state and federal law.

Availability of the Site. While every effort will be made to keep the site operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree that the services provided on this site are provided as is and that neither you nor your company will have any claim against PASS/NAHRO as a result of any non-availability of the site at a particular time or times or any failure of the system to operate as intended.

Vendor Responsibility. You understand and agree that you assume full and sole responsibility for the use of this site. If you are dissatisfied with any aspect of this site or the services it provides, your remedy is to either cease using the site or to deliver to NAHRO e-Procurement any recommendations for improving the system. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST PASS/NAHRO, OR TRANSPIRE, INC.'S PARENT, NATIONAL ASSOCIATION OF HOUSING AND REDEVELOPMENT OFFICIALS, IN CONNECTION WITH THE NAHRO E-PROCUREMENT SYSTEM OR YOUR USE OF THIS SYSTEM.

Information You Provide. You agree that any information you provide about yourself or your company when registering to use the NAHRO e-Procurement System or subsequent to registration is true, accurate, current and complete and that you will maintain and update that information to ensure that it remains true, accurate, current and complete. If PASS/NAHRO suffers any claim or incurs any liability as a result of (i) information entered into the site by users of your company's account or (ii) a breach of any warranty you make to any agency, your company will indemnify PASS/NAHRO against such claim or liability including costs and attorneys fees incurred in defending against it.

Security. PASS/NAHRO uses industry-standard security measures, including encryption, to safeguard any information you may provide to us on our website. Your company has the responsibility to manage your internal security by safeguarding your company's password and establishing your own internal security procedures, as you would for paper transactions, to assure the proper use of the system. In the event of any compromise in the security of the system, you agree to immediately report the same to PASS and a new password will be assigned for your company's use. However, please remember that perfect security does not exist on the Internet, and PASS/NAHRO does not and cannot guarantee that information will in all cases remain secure.

Responsibility for Sales Activities. You agree that the full responsibility for the sales process lies with your company. It is solely your responsibility when using this system to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. PASS/NAHRO shall have no responsibility for ensuring that sales of goods or services using this system will comply with such laws, ordinances, regulations, and policies. As in a paper sales transaction, the vendor, in using the system, has the responsibility solely and exclusively for the sale including, but not limited to, the following:

- Preparing and assuring the completeness of any bids, quotes or proposals
- Selecting appropriate procurement opportunities
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract
- Maintaining the security and the integrity of the procurement process

Disclosure of Fees. You agree to pay PASS the fees outlined in the Registration Form for the services rendered by PASS, except in the case when the housing authority and/or agency stipulates that they will pay the transaction fees. PASS reserves the right to change its fees at any time for any reason; provided, however, that we will give at least 30 days notice of such change.

Privacy Policy. This is how we handle information we learn about you from your visit to our site.

The information we receive depends on what you do when visiting our site. If you visit our site to read or download information, we collect and store only the following information about you: the name of the domain and host through which you access the Internet (for example, aol.com if you are connecting from an America Online account), and the date and time you access our site. We use this information to measure the number of visitors to different sections of our site, so that we can make our site more useful to our visitors. If you actively participate in using or providing any of the services offered through the site, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, company name, mailing address, and email address). We do not share this personally identifiable information with any third parties. We do, however, share aggregate transactional information.

“Cookies” are files or pieces of information sent to your browser when you visit a website, and you will find them at most sites. Most browsers are initially set to accept cookies. If you would prefer, you can set your browser to refuse cookies or to alert you when cookies are being sent so that you can flush them from your browser if you object to their presence. There are two types of cookies: persistent and non-persistent.

Persistent cookies are stored on the hard drive of your computer, and remain there until they expire or you delete them. They are used to provide tailored information to a return visitor to the site by remembering what pages the visitor has viewed previously. *We do not use persistent cookies on this site.*

Non-persistent cookies are used during a particular session, but are not stored on your computer’s hard drive when the session is over. The information is stored only temporarily and is used primarily for technical reasons such as ease of navigation, authentication of passwords, placing samples in a shopping cart, and so on. *We do use non-persistent cookies to enhance your visit to this site; these cookies disappear automatically as soon as you end your session.*

If you wish to use a link to another website or to do business with another user of the site, you may be asked by the other user to provide certain confidential information. You agree not to hold PASS/NAHRO responsible for any loss or damage of any sort incurred as a result of any such disclosure to another user through the site.

You may choose to send personally identifying information to other sites you have linked to through our site. We do not control the collection or use of this information, and make no representations about the privacy policies of other sites.

Reselling or Transfer. You agree not to resell or transfer your right to use the NAHRO e-Procurement System to anyone, and you will not allow your access code or password to be used by any other company or unauthorized person. If another person using your access code or password uses the system, your company will be legally responsible for any contract or liability that may result from the use of your access code or password.

Access to Internet. You agree that in order to use this system you must: 1) provide and pay for your own access to the Internet, and 2) provide all equipment necessary for you to make the connection to the Internet.

Interference with Others. You agree not to use the site in a manner that would restrict or inhibit any other party's use of the services.

LINKS TO OTHER SITES. THIS SITE MAY LINK YOU TO OTHER SITES ON THE INTERNET. THESE LINKS ARE PROVIDED FOR YOUR CONVENIENCE BUT THE SITES TO WHICH THE LINKS CONNECT ARE NOT UNDER PASS/NAHRO'S CONTROL. YOU UNDERSTAND AND AGREE THAT THE LINKING OF THE SYSTEM TO OTHER SITES DOES NOT MEAN THAT THESE SITES ARE ENDORSED BY PASS/NAHRO, AND PASS/NAHRO IS NOT RESPONSIBLE FOR THE LEGALITY, ACCURACY OR ANY OTHER ASPECT OF THE OPERATION OR CONTENT OF ANY SITES TO WHICH LINKS ARE PROVIDED.

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Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of your transactions using the NAHRO e-Procurement System.

Framed Links. You may not create framed links to the site without express written permission from PASS.

Termination. PASS reserves the right to terminate your access to the site or to any or all of its services at any time. In event of such termination PASS/NAHRO shall have no responsibility to notify third party providers of service or other users.

Changes to Terms and Conditions of Use. PASS may from time to time amend these Terms and Conditions of Use. In the event of any such amendment, system users will, as a condition to further use of the NAHRO e-Procurement System, be required to acknowledge and agree to the amendment.

Law Applicable, Limitations. This site is controlled and operated by PASS from its location in Lexington, Kentucky. These Terms and Conditions of Use should therefore be construed in accordance with the laws of the State of Kentucky, without regard to any conflict of laws provisions. Exclusively the state court in Fayette County, Kentucky or the U.S. District court for the District of Kentucky shall resolve any dispute arising out of these terms and conditions. You agree that, notwithstanding any more permissive statute of limitations, you must file any claim or cause of action arising out of or related to your use of the site within one (1) year after such claim or cause of action arises or be forever barred from doing so.

AGREEMENT

I agree on behalf of my company as its duly authorized agent to the above stated Terms and Conditions of Use, and will acknowledge this each time I logon to the NAHRO eProcurement System. If you understand and agree to all the terms and conditions in this Vendor/ Supplier Agreement, then proceed forward with the sign up process online, either through your chosen agency or the nahro.economicengine.com website.