

# CAPITAL REGION AIRPORT COMMISSION

## VENDOR REGISTRATION

### TERMS OF USE

Thank you for your interest in becoming a vendor with the Capital Region Airport Commission (the "Commission"). We want your visit to this site and/or registration to be as productive as possible and have developed some useful tips to help you use our Business Opportunities Procurement System (the "System"). Please note that your use of the Service and this Website is expressly conditional on your acceptance of the following terms and conditions and that by accepting such terms and submitting [the form], you understand and agree to such terms and conditions. If you do not agree with any part of the following terms and conditions, you [must not use this site] [will not become a registered vendor under the System].

Please visit [www.flyrichmond.com](http://www.flyrichmond.com) [Business Opportunities home page] in order to familiarize yourself with the basics of our procurement policies and procedures.

The Commission encourages all companies to utilize the features of the system including, but not limited to, registration, edit company information, search solicitations, etc; however, for those companies without internet or email, we have provided a hard copy of the Terms of Use, Vendor Registration Application and Commodity Code listing.

Please complete all areas of the form, including any Disadvantaged Business Enterprise (DBE) information. Please be as complete as possible. Lack of information may delay or prevent the Commission from notifying you of procurement opportunities.

**It is suggested that you print a copy of these Instructions and Terms of Use so you may follow the various topics as you navigate through the System.**

**NOTE -- Obligation to Update.** The System is self-administered, with only limited review by a specialist within the Commission. **You** are responsible for the content of your file, and it is your responsibility to keep all information current and provide any subsequent updates.

Failure to enter all of the mandatory information will not enable us to post your vendor file to our database and will prevent notification when solicitations become available. Likewise it is important that all information is entered correctly. If, for example, you enter an incorrect E-mail address or facsimile (fax) number, we will attempt to notify you to tell you that the E-mail or fax was returned. [*Note: a couple of options follow*] [If the phone number is also incorrect, your information shall be deleted.] [If your E-mail address or fax number are not correct, your firm may be deleted from our vendor file when we perform a maintenance check of the system.]

Being a registered vendor does NOT guarantee the receipt of electronic notification for all applicable solicitations or the award of any purchase contract or award of any invitation for bid or request for proposals or request for qualifications. Vendors must routinely check link [www.flyrichmond.com](http://www.flyrichmond.com) [Business Opportunities] for a listing of current business opportunities with the Commission. The Commission shall not be responsible if a vendor does not receive an electronic notification for any particular solicitation or reason. The Service is provided as a convenience only. The Commission neither accepts nor assumes responsibility for electronic notification under all circumstances. In addition, the Commission is not responsible for and accepts no liability for any technical problems that result from using this website or the Service.

## TERMS OF USE

Set forth below are the Terms and Conditions of the Commission's E-Procurement System.

### 1. ACCEPTANCE OF TERMS

This service is provided to you, the Vendor, subject to the following Terms of Use ("TOU"). Please understand that the TOU may be updated from time to time without notice to you.

When presented with the TOU at electronic vendor registration, you will be given an opportunity to click "*I Accept*", which means you agree to the terms set out below. [You can review the most current version of this document at any time on the Business Opportunities home page and clicking the TOU link on the left of the page.] In addition, when using the Service, you shall be subject to any posted guidelines or rules applicable to such services. All such guidelines or rules are hereby incorporated by reference. If you click "I decline", your information will be retained and updated within the system; however, you are not a registered Vendor on the Commission's E-Procurement Service and, therefore, you will not be allowed to receive notice of procurement opportunities through the Service.

If registering by mail, the TOU must be accepted and signed along with a completed vendor registration application. Both must be mailed to:

Capital Region Airport Commission  
1 Richard E. Byrd Terminal Drive  
Richmond International Airport, VA 23250-2400

A vendor may register for multiple commodity codes; however, only one registration is required per Federal ID/Social Security Number. If a vendor registers by the web site, **do not** send a duplicate registration by mail.

### 2. DESCRIPTION OF SERVICE

The Commission's E-Procurement Service provides suppliers to the Commission the ability to register as a Vendor, modify company information, and respond to electronic requests for solicitations if so indicated by the solicitation document. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOU. You understand and agree that the Service is provided "AS-IS" and that the Commission and its third party agents assume no responsibility for the miss delivery or failure of responses to solicitation requests.

Registration under the E-Procurement Service does NOT guarantee the receipt of electronic notification for all applicable solicitations or the award of any purchase contract or award of any invitation for bid or request for proposals or request for qualifications. Vendors must routinely check link [[www.flyrichmond.com](http://www.flyrichmond.com) Business Opportunities] for a listing of current business opportunities with the Commission. The Commission shall not be responsible if a vendor does not receive an electronic notification for any particular solicitation or reason. The Service is provided as a convenience only. The Commission neither accepts nor assumes responsibility for electronic notification under all circumstances. In addition, the Commission is not responsible for and accepts no liability for any technical problems that result from using this website or the Service.

Please note that the Commission does not require payment of a fee or charge for the use of its E-Procurement Service. However, you are responsible for obtaining access to the Service through the E-Procurement Service Vendor Registration process and that access may involve third party fees (such as Internet service provider, or airtime charges). You are responsible for those fees. In order to use the system, you must have access to necessary equipment to access the Commission's website.

### 3. YOUR OBLIGATIONS

In consideration of your use of the Service, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data"), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. ***Please note: You are responsible for the content of your Registration Data, and it is your responsibility to keep all information current and provide us with any subsequent updates.*** If you provide any information that is untrue, inaccurate, not current or incomplete, the Commission has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any portion thereof.

You will receive a password and account designation upon completing the Commission's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (i) immediately notify the Commission of any unauthorized use of your password or account or any other such breach of security, and (ii) ensure that you exit from you account at the end of each session.

You are entirely responsible for all content that you upload, post, E-mail, transmit or otherwise make available to the Commission through the Service.

Payment by the Commission may be made in the form of Purchase Order or by procurement card. At this time, the Commission does not utilize a procurement card program; however, in the event a procurement card program is activated, you shall accept it for payment if you accept that card (Visa, MasterCard, American Express, etc.) from other customers. If payment is made by procurement card, all resulting transactions shall be at the solicitation response price; no transaction fees, up-charges, service charges or additional costs or any kind shall be assessed. Payment by procurement card shall be processed immediately.

The Commission and its third party agents shall not be liable for any loss or damage arising from your failure to comply with this Section.

### 4. CUSTOMER SUPPORT

The Commission shall provide customer support to you sufficient for questions involving using of the Service. The following support services will be included: (i) an online training feature to instruct you on conducting procurement through the Service; (ii) a customer support E-mail address; and (iii) a customer support telephone number for inquiries relating to the operation and hosting of the Service Monday through Friday during the hours of 8:30 AM Eastern Standard Time and 5:00 PM Eastern Standard Time.

### 5. VIRGINIA FREEDOM OF INFORMATION ACT

Any information provided to the Service may be subject to public access and disclosure, as and the extent set forth in the Virginia Freedom of Information Act, Va. Code § 2.2 - 3700 *et seq.*

### 6. E-PROCUREMENT SERVICE PRIVACY POLICY

Registration Data and certain other information about you are subject to our Privacy Policy. For more information, see our full privacy policy at the bottom of every page.

## 7. DISPUTES AND EXTENSIONS

Pursuant to the Commission's [Procurement Policy], disputes relating to the accuracy of any transaction fee, invoice or requests for an extension to the invoice due date shall be handled by submitting a written request to Accounts Payable via facsimile (fax) (804) 652-2605, email to [bwalker@flyrichmond.com](mailto:bwalker@flyrichmond.com) or telephone (804) 226-2178, or through the "questions/contact us" feature our online system. Your request shall include the 1) Invoice number, 2) PO number, 3) amount billed, and 4) any other information to support your dispute. If you are filing for an extension to the invoice date, you shall include the Invoice number, the reason for your extension request, and the length of extension requested.

## 8. MODIFICATIONS TO SERVICE

The Commission reserves the right at any time to modify the Service with or without notice. You agree that the Commission, its officers, employees, or its agents (including any third party support) shall not be liable to you or to any third party for any modification or suspension of the Service.

## 9. TERM AND TERMINATION

Once you have accepted the TOU, an agreement has been created between you and the Commission for use of the E-Procurement Service. You are bound by the terms of the TOU which you accepted at vendor registration, until such time as you terminate your agreement with the Commission by submitting a written request via E-mail, fax or through our on-line system and receive confirmation from the Commission.

You agree that the Commission, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if the Commission believes that you have violated or acted inconsistently with the TOU. You agree that any termination of your access to the Service under any provision of this TOU may be effected without prior notice, and acknowledge and agree that the Commission may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that the Commission or its agents shall not be liable to you or any third-party for any termination of your access to the Service.

## 10. OUTAGE POLICY

The Commission's goal is to ensure that the Service is available. However, we may experience website outages where the Service cannot be accessed. The Commission will use reasonable efforts to make the Service available, except for downtime for scheduled and unscheduled maintenance, and will promptly investigate any technical problems that you report to us. When known maintenance of the system is required, the Commission will attempt to post prior notification of this outage if possible.

## 11. INDEMNITY

You the Vendor, at no additional cost to the Commission, agree to indemnify, defend, and hold the Commission, its officers, employees, and agents (including any third party support) involved, directly or indirectly, in the delivery and operation of the Service, harmless from any and all liabilities and expenses, including, without limitation, attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs arising out of or relating to (i) Vendor's misuse or modification of the E-Procurement Service, the Commission's sites or any procurement documents or information; (ii) the Vendor's distribution, marketing or use for the benefit of parties other than Vendor of the Service, the Commission sites or any procurement documents or information; Product information, direction,

specification or materials provided by Vendor; (iii) Vendor's transactions with the Commission; and (iv) Vendor's breach of any of its representations, warranties, promises or obligations under this agreement.

## 12. DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

- (a) Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis. The Commission expressly disclaims all warranties of any kind.
- (b) The Commission makes no warranty that (1) the Service will meet your requirements; (2) the Service will be uninterrupted, timely, or error-free; and (3) vendors will receive an electronic notification for any particular solicitation or reason.
- (c) The Commission neither accepts nor assumes responsibility for electronic notification under all circumstances. Being a registered vendor does NOT guarantee the receipt of electronic notification for all applicable solicitations or the award of any purchase contract or award of any invitation for bid or request for proposals or request for qualifications.
- (d) Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and you shall be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- (e) No advice or information, whether oral or written, obtained by you from the Service shall create any warranty not expressly stated in the TOU. Also, any modification or change to a solicitation shall be officially made by the Commission in the form of an Addendum.
- (f) The Commission is not responsible for and accepts no liability for any technical problems that result from using this website or the Service.

## 13. LIMITATION OF LIABILITY

The Commission is providing the Service as a convenience only. You expressly understand and agree that the Commission, including its officers, employees, and agents (including any third party support) involved, directly or indirectly, in the delivery and operation of the Service, shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Commission has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) unauthorized access to or alteration of your transmissions or data; (iii) statements or conduct of any third party on the Service; or (iv) any other matter relating to the Service.

## 14. APPLICABLE LAW

By visiting the Commission's E-Procurement System, you agree that the laws of the Commonwealth of Virginia, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and the Commission or its third party agents.

## HELP GUIDES

Vendor help guides are provided on the web site to assist firms in registering and editing company information, and searching solicitations. The guides include Question and Answers to help answer the most frequently asked questions concerning the system and a Step-by-step to guide one through the system features. Specific questions not found should be directed to Capital Region Airport Commission, Procurement Department, via e-mail: [Procurement@flyrichmond.com](mailto:Procurement@flyrichmond.com), through our web site: [www.flyrichmond.com](http://www.flyrichmond.com) Business Opportunities link, or via phone (804) 226-3060.

### TERMS OF USE (TOU) ACCEPTANCE FORM

**IMPORTANT NOTE: This TOU Acceptance Form and the Vendor Registration Form are required for firms REGISTERING BY MAIL ONLY.**

**Firms registering via the web site do not submit duplicate applications.**

**STEP 1:** To register as a potential vendor by mail, the following form must be signed and dated. Signature on the TOU Acceptance Form constitutes certification that the vendor is accepting the TOU of the Commission's e-Procurement system as described herein.

Company Name \_\_\_\_\_

Federal Id/ Social Security # \_\_\_\_\_ Date \_\_\_\_\_

Representative Name \_\_\_\_\_

Representative Signature \_\_\_\_\_

**STEP 2:** If registering by mail, complete the Vendor Registration Form in its entirety. Form can be found on the [www.flyrichmond.com](http://www.flyrichmond.com) Business Opportunities web site. Lack of information may delay or prevent the Commission from notifying you of procurement opportunities and/or incomplete application(s) will not be processed.

**STEP 3:** Mail the signed TOU Acceptance Form (referred in Step 1) and completed Vendor Registration Form (referred in Step 2) to:

Capital Region Airport Commission  
1 Richard E. Byrd Terminal Drive  
Procurement Department  
**Attn: Vendor Registration**  
Richmond International Airport, VA 23250-2400