

## **PURCHASING TERMS AND CONDITIONS ILLINOIS CENTRAL COLLEGE**

- 1. CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the Purchasing Agent.
- 2. AUTHORIZATION:** Illinois Central College will not be responsible for articles delivered and/or services performed for its account without a specific written purchase order that has been authorized by the Controller.
- 3. TAXES:** Illinois Central College is exempt from Federal Excise and State Sales Taxes and such taxes shall not be included in prices. Exemption Certificates will be furnished upon request.
- 4. SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where specific authorization is granted to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, route cheapest common carrier, and to bill Purchaser as a separate item on the invoice for said charges and attach the original or a copy of the freight bill or express receipt to the invoice. It is also agreed that Purchaser reserves the right to refuse COD Shipments.
- 5. RISK OF LOSS:** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release Vendor from any obligation hereunder.
- 6. PRICES:** Purchaser accepts Vendor's quote or bid prices as recorded on Vendor's proposal and on this purchase order but reserves the right to cancel the order if the prices are to be increased prior to the delivery of articles or the completion of services. The price shall not be changed without Purchaser's prior written agreement. Unless otherwise provided in this purchase order, the price includes all charges for freight and insurance. No separate charges, except those clearly recorded on Vendor's proposal and on this purchase order can, or will be allowed. Vendor represents that the price charged for the goods and services covered by this purchase order is commercially reasonable and is the lowest price charged by Vendor to buyers similar to Purchaser under conditions similar to those specified in this purchase order. All prices quoted are in U.S. dollars.
- 7. INSPECTION, ACCEPTANCE AND PAYMENT:** All goods shall be received subject to Purchaser's right to inspection and rejection. Those rejected as a result of inspection will be held for Vendor's inspection at Vendor's risk and, if Vendor directs, will be returned at Vendor's expense. Freight to and from original destination for excess goods except for customary quantity variations recognized by trade practice will be paid by Vendor. Payment for goods on an order prior to inspection shall not constitute acceptance.
- 8. IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
- 9. PATENTS AND COPYRIGHTS:** Vendor warrants that there is no violation of patent rights or copyrights in manufacturing, producing, or selling the material or equipment covered by this order or in the use of such material or shipment by the Purchaser in the usual or intended manner, and Vendor agrees to hold the Purchaser harmless from any and all liability, loss or expense occasioned by such violation.
- 10. ARTICLES OR SERVICES:** Articles to be delivered and/or services to be performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on Vendor's proposal and as itemized on this purchase order. No substitutions of articles or change of any nature shall be made without written authorization from the Purchaser.
- 11. CASH DISCOUNT:** In the event that Purchaser is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized.
- 12. LIENS, CLAIMS, AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
- 13. SAVE HARMLESS:** Vendor shall protect, indemnify, and save Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractors, howsoever caused.
- 14. TERMINATION:** In the event of a breach by Vendor of any of the provisions of this contract, Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by Purchaser resulting from Vendor's breach of contract.
- 15. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** Illinois Central College is an Affirmative Action/Equal Opportunity Employer and does not discriminate against any service provider, client, employee, or applicant for employment or services because of race, color, religion, sex, age, national origin, ancestry, disability, sexual orientation, or veteran status. In accordance with this policy, we support and encourage minority and female participation in all aspects of our institution, as well as with those individuals who interact with us.
- 16. BIDDING:** Vendor certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery
- 17. PREVAILING WAGES:** Contractors and all subcontractors shall pay to any laborers, workers and mechanics, who are employed in actual construction work on the site of the construction project, not less than the prevailing rate of wages as determined by the Illinois Department of Labor effective at time of contract execution.
- 18. BEP: BUSINESS ENTERPRISE PROGRAM:** Illinois Central College recognizes the importance of increasing the participation of businesses owned by minorities, females and persons with disabilities in public contracts. It is the policy of the College to promote the economic development of disadvantaged business enterprises by setting aspirational goals to award contracts to businesses owned by minorities, females, and persons with disabilities for certain services, to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575/0.01 et seq. and the Business Enterprise Council for Minorities, Females, and Persons with Disabilities ("Council") which serves to implement, monitor and enforce the goals of the Act.
- 19. ACCEPTANCE OF TERMS:** This order expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by vendor are objected to and are hereby rejected unless otherwise provided in writing by the Purchasing Agent.