

TERMS AND CONDITIONS OF PURCHASE

1. Legal Entity: The Board of Trustees of Community College District No. 532, County of Lake and State of Illinois (hereinafter "Board"), is a body politic and corporate under Illinois law. The Board is a legal entity that operates the public community college system known as "the College of Lake County" (hereinafter "College"). The Board's authority, powers and liability are created, defined and regulated under various provisions of Illinois law and any applicable amendments thereof, including but not limited to the Public Community College Act, the College Policy Manual and the Purchasing Procedure Manual.
2. Limitation of Liability: **No purchase shall be made except as provided by Illinois law.** No officer or employee not expressly authorized by Illinois law, as stated in Paragraph No. 1 above, shall make any purchase on behalf of the Board, or enter into any contract of purchase, verbal or written, for any apparatus, equipment, supplies, service, repairs, goods, ware or merchandise of any kind or description, or accept any of them on approval or otherwise. **ANY CONTRACT, VERBAL OR WRITTEN, MADE IN VIOLATION OF ILLINOIS LAW OR BOARD POLICY IS VOID TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 532, COUNTY OF LAKE AND STATE OF ILLINOIS.**
3. Disadvantaged Business Enterprises (DBE) (30 ILCS 575/0.01): Vendor(s) agree(s) to support the College in achieving the 20% aspirational DBE participation goal set forth by the State via sub-contracting goods and services to minority, women or persons with disabilities owned firms, where possible.
4. Authorization: The College will not be responsible for articles delivered and/or services performed for its account without a signed purchase order.
5. 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 your proposal or bid, as applicable, and as itemized on this order. No substitutions of articles or change of any nature shall be made without written authorization from the Director of Purchasing and Contracts or designee.
6. Price Changes: The College accepts your prices as recorded on your proposal or bid, as applicable, and on this 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. Therefore, do not fill this order at increased prices without written authorization from the Director of Purchasing and Contracts or designee. No separate charges, except those clearly recorded on your bid proposal and on this order can, or will be allowed.
7. Warranty, Guarantee, and Laws and Regulations: By accepting this order you hereby, in addition to the guarantees and warranties provided by law, expressly guarantee and warrant the following.
 - a. Warrant that the article to be delivered will be in full conformity with the specifications or with the approved sample submitted. Vendor further warrants that all deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. This warranty is in addition to any warranties available under law, from the manufacturer, or any standard warranty of Vendor.
 - b. That this warranty shall survive acceptance of delivery of and payment for the articles and that you will bear the cost of inspecting and/or testing articles rejected.
 - c. Guarantee and agree that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name or copyright and that you will at your own expense, defend any and all actions or suits charging such infringement and will hold the College, its agents and employees, harmless in case of any such action or suit.
 - d. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the College.
 - e. Warrant that vendor(s) has/have fully read and understood and will comply with all of the terms and conditions stated on the purchase order.
8. Transportation: All shipments are to be made "F.O.B. Destination" using the most direct route and at the most cost efficient method, unless otherwise specified on your bid proposal and on this purchase order. When articles are sold "F.O.B. Point of Origin" and the Board's purchase order so confirms, please prepay shipping charge and record prepaid charges on invoice and attach the original receipt freight bill or express receipt to the invoice.
9. Indemnification: Vendor agrees to hold harmless and indemnify the College its officers, agents, trustees and employees, and defend each of them, against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the College, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of Vendor, its officers, agents or employees, resulting from or connected with Vendor's performance hereunder or failure to comply with any applicable law or regulation.
10. Returns and Cancellations: Vendor hereby agrees that without prior authorization or without further notice, the College reserves the following rights:

- a. To refuse and/or return all articles delivered what are not equivalent to samples submitted or examined, or are damaged, or do not conform to all specifications, terms and conditions of this order and to all warranties and guarantees herein set forth.
 - b. To refuse and/or return all goods which do not meet the Colleges Purchase Order (“PO) specifications; or which are shipped after the cancel date or without a valid PO.
 - c. To cancel a PO, in whole or in part, in the event the articles are not shipped in accordance with the shipping terms and conditions herein.
 - d. To cancel a PO, in whole or in part, in the event the articles are shipped after the cancel date.
 - e. To charge back vendor, in whole or part, for concealed damages or shortages without providing any proof of visible damage or tampering with the package.
11. Payment Terms: Net 60, unless stated otherwise on this PO, upon receipt of article(s) or invoice, whichever is later. Due dates will be extended without loss of any discount until the invoice is received.
 12. Taxes: College is exempt from Federal Excise and State Sales Taxes and such taxes shall not be included in prices. Tax Exception Certificate will be furnished upon request.
 13. Governing Law and Limitation of Liability: This Agreement shall be governed and construed in accordance with the law of Illinois without reference to its conflict of laws and/or provisions. The parties agree that the venue for litigation arising from this Purchase Order or any Contract or Agreement entered into subsequent to the execution of this Purchase Order shall be in the Circuit Court for the 19th Judicial Circuit, Lake County, Illinois regardless of the place of business or residence of Vendor. In the event of any litigation the prevailing party shall have the right to recover its reasonable attorney’s fees and costs. The College shall not be liable to the Vendor, or to any subcontractor, regardless of the form of action, for any consequential, incidental, indirect, or special damages, or for any claim or demand based on a release of information, or patent, copyright, or other intellectual property right infringement.
 14. Prevailing Wage Act Compliance: When a contract/order requires construction of Public Works as defined in the Illinois Prevailing Wage Act, including new structures, renovation, remodeling and expansion of existing structures, maintenance and repair of equipment on a construction site, transportation of equipment or materials to or from a construction site:
 - a. Vendor and its subcontractors must pay prevailing wage to any laborers or workers working on the project. It is Vendor’s responsibility to determine the appropriate current prevailing wage rate.
 - b. Vendor shall maintain a certified payroll which will be required prior to payment, and shall be required to submit a Wage Certification Form and maintain records in accordance with the Prevailing Wage Act [820 ILCS 130/1-12].
 - c. Prior to payment of the purchase price, Vendor shall furnish lien waivers, releases, affidavits, and other documents as College requires.
 15. Order of Precedence: In the event this Purchase Order is signed in conjunction with a Bid/RFP prepared by the College or the College has prepared and signed a separate Agreement related to this transaction, in the event of any a conflict of terms, the terms of the Bid/RFP or separate Agreement shall take precedence over the terms of this Purchase Order.
 16. Invoicing Instructions: Must be mailed to: College of Lake County
Accounts Payable Department - C111
19351 W. Washington Street
Grayslake, IL 60030

Each invoice must contain the following: vendor name and remittance address, approved PO#, order date, shipping date, payment terms, unique invoice #, itemized list of items, corresponding cost by UOM, total cost in US dollars and any freight/shipping charges.