STANDARD TERMS AND CONDITIONS
INVITATION TO BID, REQUESTS FOR QUOTATION, PURCHASE ORDER CONTRACTS

THIS PURCHASE ORDER CONTRACT INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO, THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS AND PUBLISHED RULES AND REGULATIONS OF THE DIVISION OF PURCHASING AND THE LAWS OF THE STATE OF ILLINOIS, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

(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) **HANDLING**: No charges will be allowed for handling which includes, but is not limited to, packing, wrapping, bags, containers or reels, unless otherwise stated herein.

(3) **DELIVERY:** For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain written approval thereto from the Purchasing Agent. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver on time.

The acceptance by Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.

(4**)** **PAYMENTS AND ASSIGNMENTS:** All payments to Vendor shall be remitted by mail. Purchaser shall not honor drafts, nor accept goods, on a sight draft basis. Furthermore, the provisions or monies due under this contract shall only be assignable with prior written consent of the Purchasing Agent.

(5) **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, it will be up to the vendor to make delivery to that location at no additional charge. 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, if routing instructions are not included on Purchase Order. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that Purchaser reserves the right to refuse COD Shipments.

(6) **REJECTION:** All goods or materials purchased herein are subject to approval by Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by Purchaser or returned, will be Vendor's risk and expense.

(7) **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, 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.

(8) **INFRINGEMENTS:** Vendor agrees to protect and save harmless Purchaser against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.

(9) **NON-WAIVER BY ACCEPTANCE OF VARIATION:** No provision of this order, or the right to receive seasonable performance of any act called for by the terms shall be deemed waived by a waiver by Purchaser of a breach thereof as to any particular transaction or occurrence.

(10) **WARRANTIES:** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except if stated in a Special Condition, the material must then fit that particular purpose.

(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. If a discount is made part of the contract, but the invoice does not reflect the existence of a cash discount, Purchaser is entitled to a cash discount with the period commencing on the date it is determined by Purchaser that a cash discount applies.

(12) **TAXES:** No charge by Vendor shall be made for federal or state taxes, and Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order, with an exemption certificate.

(13) **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.

(14) **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.

(15) **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.

(16) **PRICES:** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.

(17) **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.

(18**)** **OFF-SHORE ITEMS**: In accordance with Chapter 39.25 RCW, upon completion of this order, Vendor shall furnish a certified statement setting forth the nature and source of off-shore items in excess of $2,500 which have been utilized in the performance of this contract.

(19) **NONDISCRIMINATION AND AFFIRMATIVE ACTION:** The Vendor agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental, or physical disability with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of this clause or any applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the State unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable affirmative action programs have terminated and that a recurrence of such acts is unlikely.

(20) **ANTI-TRUST:** Vendor and Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by Purchaser. Therefore, Vendor hereby assigns to Purchaser any and all claims for such overcharges.

(21) **DEFAULT:** The Vendor covenants and agrees that in the event suit is instituted by the buyer for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the buyer all costs, expenses expended or incurred by the buyer in connection therewith and reasonable attorney's fees.

(22) **BRANDS:** When special brands are named, it shall be construed solely for the purpose of indicating that the standards of quality, performance or use desired. Brands of equal quality, performance and use shall be considered, provided vendor specifies the brand, model and submits descriptive literature, when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

(23) **ACCEPTANCE:** 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 SUPERVISOR OF THE DIVISION OF PURCHASING.

(24) **SEXUAL HARASSMENT:** State, Federal Laws, and Black Hawk College Affirmative Action/Equal Opportunity Guidelines prohibit sexual harassment and define it as sex discrimination. Acts of sexual harassment by the Contractor shall result in actions by the College to remove Contractor from the qualified bidders list until such time as acts are remedied as provided by Federal and State laws.