

# CONDITIONS OF PURCHASE

1. Legal Entity: The Board of Trustees of Community College district No. 508, County of Cook and State of Illinois (hereinafter "Board"), is a body politic and corporate under Illinois law. The Board is a legal entity which operates the public community college system known as "The City Colleges of Chicago". 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, Rules for the Management and Government of the City Colleges of Chicago, and the Board's Purchasing Policies and Procedures.
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, wares 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 IS VOID TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS.**
3. Ethics Policy: The vendor(s) agree(s) to comply with the Board's Ethics Policy, and any amendments thereafter. Any contract and/or purchase order in violation of such policy shall be void able at the option of the Board. Any vendor(s) of the Board found to have violated any of the provisions of this Policy who fail(s) to provide documents or information requested by the Board or the Board's designee to investigate violations of this Policy shall be subject to cancellation of all existing contracts and/or purchase orders.
4. Minority & Women Business Enterprise Program: The vendor(s) agree(s) to comply with the Board's Minority & Women Business Enterprise Contract Participation Plan and any amendments thereafter.
5. **Authorization: The City Colleges of Chicago will not be responsible for articles delivered and/or services performed for its account without a signed purchase order.**
6. 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 bid proposal and as itemized on this order. No substitutions of articles or change of any nature shall be made without written authorization from the Chief Procurement Officer.
7. Price Changes: The City Colleges of Chicago accepts your bid prices as recorded on your bid proposal 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 Chief Procurement Officer. No separate charges, except those clearly recorded on your bid proposal and on this order can, or will be allowed.
8. Taxes: The City Colleges of Chicago are exempt from the payment of (1) federal excise taxes; (2) federal transportation taxes; (3) Illinois retailers occupation taxes; and (4) Illinois use taxes. If it is determined that the prices quoted and recorded on this order or the invoice rendered includes any such taxes, the amount of the taxes will be deducted from the total of the invoice.
9. 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 as follows:  
Warrant that the article to be delivered will be in full conformity with the specifications or with the approved sample submitted and agree
  - a. 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.
  - b. 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 save the City Colleges of Chicago, its agents and employees, harmless in case of any such action or suit.
  - c. Warrant that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable Federal, State and Local Laws and Regulations.
  - d. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City Colleges of Chicago
  - 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.
10. Transportation: All shipments are to be made "F.O.B. Destination" 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.
11. Inspection, Rejection, and Excess Shipment: In addition to other rights provided by law, the Board reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality; (b) to reject articles shipped contrary to instructions or in containers which do not meet order, or may hold the articles subject to the vendor's order and at his risk expense and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping, and other like expenses.
12. Delivery to a College Building: When a delivery is to be made direct to a College building, (a) such delivery shall be made between the hours of 8:30 a.m. and 3:00 p.m. Monday through Friday, except on College holidays; and (b) such delivery shall be made and articles shall be placed inside the College building in the room or rooms to be designated. It is important that vendors understand that the Board cannot and will not accept tailgate delivery at a College entrance.
13. Payment terms: Net 15 days or less – electronic Visa Single Use Account (SUA) Virtual Card Payment; Net 45 days – Automatic Clearing House (ACH); Net 60 days – Traditional checks

Vendor's Name

Date

Signer's Name

Signature