

COUNTY OF WINNEBAGO - TERMS & CONDITIONS

ACCEPTANCE. A Purchase Order, Verbal Order or Credit Card Order done with a County P-Card, is given for immediate acceptance by the Vendor. Unless promptly notified to the contrary, County will assume Vendor accepts the order as written and will make delivery as specified. All specifications, drawings, and data with this order or solicitation for this order are hereby incorporated herein and made a part hereof. No change in quantities, prices, specs or shipping instructions will be allowed except by written authority of the Purchasing Department.

DELIVERY. *All Terms are FOB Rockford.* Expense for shipments shall be prepaid to destination. No charges for transportation, packing or containers unless otherwise authorized in Purchase Order. Delivery must be within the doors of County location.

EQUAL EMPLOYMENT OPPORTUNITY. Equal Employment Opportunity Clause, of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this contract or Purchase Order.

INSPECTION. Materials or equipment purchased is subject to inspection and approval at destination. The County reserves the right to reject and refuse acceptance of items, which are not in accordance with the instructions or specifications of warranty (express or implied). Rejected materials shall be removed by, or at the expense of, the Vendor promptly after rejection.

INSURANCE. Vendor shall maintain in full force and effect, at its expense, products liability completed operations and other insurance, which is customary for similar Vendors in the industry. Vendors performing work on County property or facilities shall maintain insurance coverage as identified in the Bid, Quote, RFP or County agreement.

LIABILITY and INDEMNIFICATION. Any person, firm or corporation performing services shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes and discharges the County, its officers, agents and employees, from all claims, demands and causes of action of every kind and character including the cost of defense thereof, for any injury to including death of any person whether that person be a third person, Vendor or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

LAW GOVERNING. This order shall be governed according to laws of Illinois; jurisdiction shall be 17th Judicial Circuit Court.

MODIFICATION or CHANGES. County may make changes or modifications in the specifications. If such changes cause an increase or decrease in Vendor's costs or in performance time: (a) Vendor shall promptly notify County and assert its claim for adjustment within ten (10) days and (b) an equitable adjustment shall be made by County and order modified accordingly.

PAYMENT TERMS. Payments shall be made in accordance with the Local Government Prompt Payment Act.50 ILCS 505/1 and payment date therefore shall be calculated from the receipt of invoice, receipt, or final acceptance of the goods.

PREVAILING WAGE. If applicable, work performed shall be in accordance with of IL Prevailing Wage Act 820 ILCS 130 et seq.

QUANTITY. Quantities furnished in excess of those specified will not be accepted and will be at Vendor's risk and expense.

SAFETY REQUIREMENT. All material, equipment, and supplies shall comply with all safety requirements as set forth by the State of IL and all applicable OSHA/DILHR Standards. Safety Data Sheets are to be supplied on all chemicals prior to shipment.

TAXES. County is not subject to Federal Excise Tax and is exempt from State and local taxes. Tax Exemption Certificates will be furnished upon request. **Illinois State Tax ID: E9992-3963-07 FEIN: 36-6006681**

TERMINATION. The County may terminate this order in whole or in part by written or electronic notice. Upon termination for convenience, the County will assume responsibility for specific contractual or scheduled financial commitments made prior to notice of termination. Any and all goods, services or property shall become the property of the County. If however, termination is occasioned by Vendor's breach, Vendor shall not be entitled to any claim or costs or to any profit and the County shall have against Vendor all remedies provided by law and equity.

UNAVOIDABLE DELAY. If the Vendor is delayed in the delivery by a cause beyond its control, Vendor must immediately, give written notice and request an extension of time. County shall determine if the Vendor is entitled to an extension.

WARRANTY. Vendor warrants that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and that they will be free from defects in materials, workmanship and title, and will be free from such defects in design. Vendor warrants that said goods/services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this order. County may return any nonconforming or defective items to Vendor or require correction or replacement at the time the defect is discovered, all at Vendor's risk and expense. Acceptance shall not relieve Vendor of its responsibility.

Change Orders and Contract Modifications. All Change Orders and Contract Modifications shall be in writing. When the total of Change Orders, Contract Modifications or price adjustments on any contract approved by Resolution of \$25,000 (\$50,000 for Professional Services) or more exceeds ten percent (10%) of the original contract amount, approval of the using agency and the appropriate Committee and the County Board is required. It is the approval responsibility of the requesting department to obtain a resolution from the Board authorizing such price adjustment before such price adjustment shall be effective. When a Change Order (or series of Change Orders) authorize or necessitate an increase or decrease in either the cost of a contract by a total of \$25,000 (\$50,000 for Professional Services) or more, or the time of completion by a total of 30 calendar days or more, the Department Head or Elected Official shall make a determination in writing that:

- A. the circumstances said to necessitate the change were not reasonably foreseeable at time the contract was signed, or
- B. the change is germane to the original contract as signed, or
- C. the change order is in the best interests of the County and authorized by law.
- D. the written determination and written change order resulting from that determination shall be retained in the contract file.

When any Change Order or series of Change Orders for any public works contract necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price, then the portion of the contract covered by the Change Order must be resubmitted for bid. This does not apply to Highway contracts relating to the planning, design, construction and maintenance of highways, bridges, and culverts, so long as the Change Orders, in the aggregate, do not exceed the total dollar amount previously approved by Board Resolution.