

Terms:

**COUNTY OF MCHENRY GENERAL TERMS AND CONDITIONS:**

31013

The Following General Terms And Conditions shall apply to all purchases by or on behalf of The County Of Mchenry unless specifically provided otherwise in this document. Full Terms and Conditions can be found in the McHenry County Purchasing Ordinance, August 2014.

**TAX EXEMPTION:** The County of McHenry is tax exempt, ID # E9995-1045-07.

**ACCEPTANCE OF CONTRACT:** This agreement constitutes the entire agreement between the parties and the County shall not be bound by any other terms. Acceptance of this order/contract constitutes acceptance of all conditions herein stated. No agreement or understanding to modify this contract shall be binding upon the County unless in writing and signed by the County's authorized agent.

**RISK OF LOSS:** Regardless of F.O.B. Point, Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the County. No such loss, injury or destruction shall release Vendor from any obligations herein.

**INSPECTION:** NO Substitutions will be accepted by the County without prior written approval. The County reserves the right to inspect goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of goods at time of delivery. Damaged goods or materials will be rejected and returned to vendor.

**LAWS GOVERNING:** This contract shall be governed by and construed according to the laws of the State of Illinois. Venue for any action related to this agreement shall be in the Circuit Court of McHenry County, Illinois. The Vendor certifies that in performing this contract they will comply will all applicable provisions of the federal, state and local laws, regulations, rules and orders.

**WARRANTY:** The Vendor warrants to the County 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/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants the goods & services are suitable for and will perform in accordance with the purposes for which they were intended.

**NON-DISCRIMINATION:** The vendor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (2000), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 IL Admin Code 750 Appendix A. Vendor shall also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (2000) as amended and the Civil Rights Act of 1964, 42 U.S.C. sec 2000 et seq. (2000), as amended.

**INSURANCE:** Certificate of Insurance naming McHenry County as additional insured must be provided to Purchasing Department prior to starting of work.

**PREVAILING WAGE:** All contractors for the construction of public works are subject to the Illinois Prevailing Wage Act (820 ILSC 130/1-12) **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT:** The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act and requires public works contractors, before work commences, to file with the County of McHenry, written certification that they have a substance-abuse program and provide drug testing.

**DELIVERY HOURS:** Delivery hours are Monday through Friday, 8:00am to 4:00pm. **DELIVERY:** Prices are considered "FOB Delivered" with all shipping charges prepaid to the County, unless otherwise indicated. Time being of the essence of this order/contract, the County has the right to cancel if delivery is not made when and as specified, and charge the vendor for any loss sustained due to cancellation.

In an effort to be good stewards of the environment, the County of McHenry will no longer accept packing materials on shipped items that are not recyclable or environmentally friendly, such as Styrofoam or Styrofoam peanuts.



For McHenry County By:

Adam M Letendre, Director