

**LANSING COMMUNITY COLLEGE**  
**TERMS AND CONDITIONS OF PURCHASE**

1. **AGREEMENT FORMATION:** Any outstanding prior offers which may have been made by the Contractor to College with respect to the subject matter of this order are hereby rejected or changed at any time before acceptance. No different or additional terms included by Contractor in accepting or acknowledging this order shall be effective unless agreed to in writing by College. Neither acceptance of delivery of the goods nor payment thereof shall constitute acceptance by College of any such different or additional terms even if Contractor states that its acceptance is conditioned on College's assent to such terms. The commencement of any work delivery of any goods shall be acceptance by Contractor of all the terms of this Purchase Order, whether or not Contractor has assented in writing to all such terms.
2. **TERM:** The period of performance is written on the first page of the Purchase Order renewals and price changes are subject to written acceptance and approval of both parties.
3. **DELIVERY AND PERFORMANCE:** Time is hereby expressly declared to be of the essence, and Contractor is notified that failure to deliver goods or perform the services on time may result in substantial damage to College. If Contractor shall fail to make timely delivery of performance of any part of the goods or services, or if timely delivery or performance is endangered for any reason, College shall have the right, at its option, to terminate any part or the whole of this order, reject untimely deliveries, purchase substitute goods elsewhere, and charge Contractor with any loss incurred.
4. **BRANDS:** When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Contractor specifies the brand and model and submits descriptive literature, when available. Lansing Community College reserves the right to accept or reject alternatives and/or substitutions.
5. **WARRANTIES:** All specifications, drawings and other data submitted by College, including performance data, are incorporated by reference into this order, and Contractor expressly warrants that the goods or services shall conform to such data. In addition, goods delivered are expressly warranted by Contractor to be merchantable, of good material and workmanship, free from any defect in material, labor or fabrication, and fit for the particular purpose of College. Contractor further warrants that all work and services performed hereunder will be free from defect in workmanship. All warranties shall extend to future performance of goods, shall survive inspection, tests, acceptance and payment for the goods, and shall run to College, its employees, successors, assigns, and other users.
6. **INDEMNITY:** Contractor shall indemnify and hold harmless and at College's option shall defend College and its employees and agents from any claims, losses or damages arising out of or alleged to arise out of any breach by Contractor of any warranty or agreement of Contractor contained herein. Except to the extent that the goods supplied hereunder are manufactured to design supplied by College, Contractor also agrees to indemnify and at College's option, defend College, its agents and employees, and students, from any claims losses or damages based on any actual or alleged unfair competition or infringement of any patent, trademark, copyright or other proprietary rights relating to the goods.
7. **COLLEGE'S REMEDIES:** In the event of Contractor's breach of any warranty of agreement of Contractor contained herein, College shall have all of the rights and remedies provided to Colleges by all applicable statutes, or by common law, including but not limited to the right to recover consequential or incidental damages.
8. **PACKAGING:** All items shall be packed by Contractor in suitable containers for protection to permit safe transportation and handling and shipped to secure the lowest transportation cost. No charge shall be made by Contractor for packing unless provided for on Purchase Order.
9. **CHANGES:** College may, at any time and from time to time, by Purchase Order amendment issued to Contractor: a) increase or decrease the quantity or products ordered; b) change the drawings or specifications; c) issue a suspension of work order; d) make changes in the delivery schedule. If such changes cause an increase or decrease in the amount of work hereunder, or in the cost of performance, an equitable

adjustment shall be made in the contract price and/or the delivery schedule and the Purchase Order shall be amended in writing accordingly. Any claims for adjustment under this clause not asserted within thirty (30) days from the date of the Purchase Order amendment shall be deemed waived. No alteration of any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without the written or oral consent of the Director of Purchasing.

10. **TERMINATION:** The agreement may be terminated by the College with or without cause upon 30 calendar days' written notice. Once notified, Contractor will thereupon immediately stop work and notify its subcontractors to do likewise. The College shall have the right to terminate the agreement with the Contractor without penalty pursuant to thirty- (30) day's written notice of termination to the Contractor under the following circumstances: a. Default of Contractor - It shall be considered a default whenever the Contractor shall: Disregard or violate material provisions of the agreement documents or college instructions, or fail to execute the work according to the agreed schedule of completion and/or time of completion specified, including extensions thereof or fail to reach agreed upon performance results.; Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors. b. Lack of Fund of the College - Lack of funds shall be construed to mean when the College, in the judgment of its Chief Financial Officer, determines that it cannot continue the funding of its contract services without undue hardship to the College. c. Termination of agreement services will be rendered if it is construed by the College to be convenient or in its best interests for serving the community and its students, faculty, and staff. d. Repeated Contractor performance concerns. Upon expiration/termination/cancellation of the agreement, the Contractor must return all records pertaining to College loans/accounts and immediately cease all communication with previously assigned account holders.

11. **LAW GOVERNING:** This Purchase Order shall be governed by and construed according to the laws of the State of Michigan.

12. **GENERAL:** Any waiver of strict compliance with the terms hereof by College shall not constitute a waiver of College's rights to insist upon strict compliance with the terms of this order hereafter.

13. **TAXES:** Lansing Community College is exempt from State and Federal Taxes. **Tax Exempt Number 38-1787641.**

14. **COMPLIANCE WITH LAWS:** Contractor warrants, certifies, and agrees that the goods or services have been or will be manufactured, distributed, shipped, packaged, delivered, and performed in compliance with all applicable federal, state, and local laws, regulations, standards, and orders, including the Occupational Safety and Health Act of 1970 and all regulations and standards in effect thereunder at time of sale. Contractor agrees to furnish upon request further certifications of such compliance, in form satisfactory to College.

15. **CORRESPONDENCE/AMENDMENTS:** All correspondence concerning this order must be directed to the Lansing Community College Purchasing Department. No alteration, change, addition to or other modification of this Purchase Order or the terms thereof is valid and binding on College unless in writing and signed by an authorized person.

16. **ASSIGNMENT:** Performance of this Purchase Order is hereby declared to be particular to the Contractor, and no right, duty or obligation arising under this Purchase Order may be assigned or otherwise transferred by Contractor without the written consent of College.

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

18. **LIENS, CLAIMS AND ENCUMBRANCES:** Contractor warrants and represents that all goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.

19. **PROPERTY OF THE COLLEGE:** All plates, artwork, negatives, dies or products created to produce an agreed upon material is considered to be the property of the College and therefore are to be delivered to the College upon demand and at no extra charge. All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, and other documents, but not including the Contractor's administrative communications and records relating to this agreement

shall be delivered to and shall become the exclusive property of the College and may be copyrighted by the College. The ideas, concepts, know-how, or techniques relating to data processing, developed during this agreement by the Contractor or jointly by the Contractor and the College can be used by either party in any way it may deem appropriate.

20. **SAFETY/HAZARDOUS MATERIALS:** All equipment, supplies, and services sold to the College shall conform to the general safety orders of the Federal government, State of Michigan, City of Lansing Safety Standards Acts and Occupational Safety and Health Administration (O.S.H.A) regulations. College requires written notification of conformance. For all supplies which qualify with the State of Michigan to require a MSDS, two copies of the MSDS must be sent with the order.

21. **CONFLICT OF INTEREST:** Contractor affirms that their company directors and/or principal officers are not employed by Lansing Community College. The Contractor will remain an independent contractor, not an employee of the College, under the terms of this agreement and as such is not entitled to unemployment or Worker's Compensation Insurance benefits for the College as a result of this personal services agreement.

22. **PURCHASE OF FOREIGN GOODS OR SERVICES:** Lansing Community College endeavors to purchase goods or services in the United States of America whenever an American Made product (defined as "more than 50% of the product is manufactured or assembled in the US") is available and is competitively priced and the goods or services are of comparable quality.

23. **DELIVERY OF EXCESS QUANTITIES OF \$250 OR LESS:** The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the College receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The College may retain such excess quantities up to \$250 in value without compensating the Contractor therefore, and the Contractor waives all right, title, or interest therein. Quantities in excess of \$250 will, at the option of the College, either be returned at the Contractor's expense or retained and paid for by the College at the order unit price.

24. **ENVIRONMENTALLY SOUND PURCHASING:**

In order to increase the development and awareness of environmentally sound products, Lansing Community College Purchasing Department staff ensures that wherever possible and economical, specifications are amended to provide for expanded use of products and services that contain the maximum level of post-consumer recyclable waste and/or recyclable content, without significantly affecting the intended use of the product or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

25. **NONDISCRIMINATION:** The parties agree to comply with all applicable federal and state non-discrimination statutes including, but not limited to, the Elliot-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Civil Rights Act. The parties agree not to discriminate against any person with respect to equal employment opportunities and equal education regardless of race, color, sex, age, religion, national origin, creed, ancestry, height, weight, sexual orientation, gender identity, gender expression, disability, familial status, marital status, military status, veteran's status, or other status as protected by law, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position, or that is unrelated to the person's ability to participate in educational programs, courses, services, or activities offered by the parties. Breach of this covenant is a material breach of this agreement.

26. **ACCESSIBILITY:** Contractor warrants, certifies, and agrees that the Contractor and its subsidiaries (including, without limitation, the Operating Partnership) are currently in compliance with all presently applicable provisions of the Americans with Disabilities Act, as amended, except for any such non-compliance that could not reasonably be expected, individually or in aggregate, to have a Material Adverse Effect. Further, Contractor will remain compliant with any revisions of the Act.

27. **FEDERAL FUNDS:** Purchases made with federal dollars (grant or otherwise) are subject to the Code of Federal Regulations.

28. **COMPUTER NETWORK:** If Contractor will have access to the College network, then Contractor shall use commercially reasonable means to prevent the transmission of any computer malware to any College

computer system through Contractor's use of the College data communications connections or removable media. All computers connected to the College network or any other College computer system or terminal shall have installed malware detection software approved by the College. This software shall be properly configured to execute whenever the system is in use and update the definition tables at least weekly. Breach of this covenant is a material breach of this Contract.

29. **INSURANCE:** While providing goods and services to the College, Contractor agrees to maintain Commercial General Liability Insurance \$1,000,000 per occurrence, \$2,000,000 aggregate. The policy must also include Workers' Compensation Insurance \$1,000,000 per accident (when required by law or by the College); and Automobile Liability Insurance (when required by law or by the College) and any other insurance required by the College.

30. **REIMBURSEMENTS OF AUTHORIZED EXPENSES:** Expenses incurred by an independent contractor in connection with the performance of Services to Lansing Community College must be business related. The standards are listed in IRS Publication 463 (2003).

31. **COLLEGE POLICIES:** Contractor must review and adhere to College policies related but not limited to Americans with Disabilities; Equal Opportunity; Nondiscrimination; Ethics; Conduct; Health; Safety; Information Security; Intellectual Property; Smoking; and Workplace Violence. All College policies are located at [www.lcc.edu/policies](http://www.lcc.edu/policies). These policies may be updated throughout the life of the agreement and the Contractor will be responsible for adherence to the updated policies. LCC has the right to demand Contractor remove any employee if conduct of the employee violates the Colleges policies, or violates any applicable laws, codes, or ordinances.

32. **INVOICES:** Invoices are not payable until the shipment is inspected and accepted by the College. In the event the College makes payment of invoice within the period allowed for the purpose of obtaining any cash discount offered, such payment shall not prejudice the right of the College to return goods found defective or which fail inspection and receive credit or reimbursement from Contractor. Individual invoices showing order number and purchase item number, must be issued for each shipment applying against this order. The College reserves right to return all invoices submitted incorrectly. Each delivered container must be

labeled or marked to identify contents without opening, and all boxes and packages must contain packing sheets listing contents. The College's Purchase Order number must appear on all packing sheets, delivery tickets and bills of lading.

33. **FOIA:** Lansing Community College is a public entity subject to the Michigan Freedom of Information Act (FOIA). Therefore, this agreement is subject to FOIA.

34. **WEBSITE INCORPORATION:** The College is not bound by any content on Contractor's website unless expressly incorporated directly into this agreement.

35. **SEVERABILITY:** It is understood and agreed that if any part, term, or provision of this agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular part, term, or provision held to be invalid.

## INSTRUCTIONS

- a) Submit invoices in duplicate on your firm's invoice form. Mail to Accounting Department listed on the front of the Purchase Order.
- b) Purchase Order numbers must be plainly shown on invoices, packages or cartons, packing lists and correspondence pertaining to this order. Serial number of equipment must be noted on all invoices, packing slips, and correspondence.
- c) Submit a separate invoice for each Purchase Order promptly upon shipment.
- d) All correspondence relating to this order should be addressed to the "Buyer" listed on the Purchase Order.
- e) Packing list must be included with each shipment and showing number of cartons shipped.
- f) Deliveries will be accepted at "Ship To" address between 8:00 A.M. and 3:30 P.M., Monday thru Friday. Please notify your carrier.
- g) If shipment is made by another firm, all invoices, packing lists and cartons must be identified by Lansing Community College's Purchase Order number.
- h) No Contractor is to accept a telephone or verbal order unless a Purchase Order number is given.
- i) Freight must be prepaid and included in the Purchase Order unless otherwise agreed to by College.
- j) No goods will be accepted C.O.D. except by previous written approval.
- k) If you have any questions regarding this order, call the "Buyer" listed on the front of the Purchase Order.