**Section 2000.500 Terms and Conditions of Transactions**

The following terms and conditions, or substitute language proposed by the Bidder and acceptable to the Agency, whether in a contract form or not, shall apply to any contract resulting from these procedures:

a) Entire Agreement – These terms and conditions, together with the Invitation for Bids, other written representation of Bidder, and all sheets or documents as are made a part hereof, shall constitute the entire present agreement between the parties.

b) Modifications – No change in, addition, or waiver of the items, conditions and specifications contained herein shall be a binding obligation on the Agency unless approved in writing by its authorized representative.

c) Warranties – Bidder makes the following warranties to Agency and its customers and the users of the goods or services herein described in the bid:

1) It will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances,

2) Any and all goods supplied hereunder will be merchantible quality and fit for the particular use intended,

3) Will be free from defects, whether patent or latent in material or workmanship, and will be in full conformity with the specifications contained herein.

4) Bidder agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties of additional scope given to Agency by Bidder. The warranty in subsection (2) above may be modified if expressly brought to the attention of the Agency and an acceptable substitute offered.

d) Governing Law – The contract formed pursuant to the terms, conditions and specifications of the Invitation for Bids and the obligations thereby imposed on Bidder and Agency shall be governed by and construed according to the laws of the State of Illinois. Bidder represents and agrees that the goods herein described have not been or will not be manufactured, sold, priced or transported in violation of any federal, state or local law or any lawful order, rule or regulations issued thereunder.

e) Assignment – Bidder shall not assign such contract without the written consent of the Agency by the Director of Purchasing.

f) Equal Employment Opportunity – In the event of the bidder's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (Ill. Rev. Stat. 1991, ch. 68, pars. 1-101 et seq.) or the Rules of the Illinois Department of Human Rights (44 Ill. Adm. Code 750) ("Department"), the Bidder shall be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract shall be cancelled or voided in whole or in part, and such other sanctions or penalties shall be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Bidder agrees as follows:

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Bidder's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Bidder in its efforts to comply with such Act and Rules, the Bidder will promptly so notify the Department and the Agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the Agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provision of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

g) Other Terms and Conditions – Any terms and conditions not set forth herein shall be as specified in the request for proposal or invitation for bid and/or the resulting contract.

h) Anti-Bribery – By signing the bid or contract, the bidder certifies that he/she has not bribed or attempted to bribe an officer or employee of the State of Illinois.

i) Insurance – Each bidder shall carry full workers' compensation insurance and public liability insurance sufficient to protect the Agency's interests.

(Source: Amended at 16 Ill. Reg. 10068, effective June 15, 1992)