MAIL, E-MAIL OR FAX INVOICES AND CORRESPONDENCE FOR PLANNING, DESIGN & CONSTRUCTION PO's ONLY TO:

PLANNING, DESIGN & CONSTRUCTION
WESTERN KENTUCKY UNIVERSITY
1906 COLLEGE HEIGHTS BLVD. #21091
BOWLING GREEN, KY 42101-1091

warren.whitfield@wku.edu (v)270-745-4239
OR-
leslie.powers@wku.edu (v)270-745-3008
FAX #270-745-4190

IMPORTANT INSTRUCTIONS TO VENDOR

- Acceptance - This purchase order is subject to the following terms and conditions and no others unless there is prior written consent of both parties.
- The laws of the Commonwealth of Kentucky shall apply in all disputes, Kentucky Revised Statutes/Model Procurement Code in whole or in part.
- Western Kentucky University is exempt from Federal Excise Taxes, Kentucky Sales and Use Taxes. Do not include taxes when submitting invoices. Tax Exemption Certificates will be furnished upon request.
- All vendors are subject to and must comply with applicable state and federal anti-discrimination laws.
- All items procured under this Purchase Order shall be packaged and packed best commercial pack at no additional charge to the university. Such procedure shall require the inclusion of a packing list in each box shipped which indicates the contents thereof.
- Buyer may cancel an order, in whole or in part, without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the terms or conditions hereof. Buyer may terminate an order in whole or in part at any time for its convenience, by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and the placement of subcontract, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller’s possession in which Buyer has or may acquire an interest.
- Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination. Any cancellation or termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller. Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records, and papers relating thereto. All PO/Contract adjustments or terminations shall follow KRS 45A.200, effective January 1, 1979.
- Risk of loss or damage to goods shall be on the Seller until such goods have been delivered to and accepted by Buyer, notwithstanding any other terms contained herein. All goods will be received by Buyer subject to its right of inspection and rejection. Buyer shall be allowed a reasonable period of time to inspect the goods and to notify Seller of any nonconformance with the terms and conditions of this order. Buyer may reject any goods which do not conform to the terms and conditions of this order. Goods so rejected may be returned to the Seller, or held by the Buyer at Seller’s risk and expense.
- The Seller expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date of this order in the Commonwealth of Kentucky. In addition to all warranties which may be prescribed by law, the goods shall confirm to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent the goods are not manufactured pursuant to detailed designs furnished by Buyer, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to Buyer, for a period of one year after delivery.
- To the extent the goods are not manufactured in accordance with Buyer’s designs, Seller shall defend, indemnify and hold harmless Buyer, Buyer’s assignees, and other users of the goods from and against any claim of infringement or any Letters Patent, Trade names, Trademark, Copyright or Trade secrets by reason of sale or use of any articles purchased hereunder. Buyer shall promptly notify Seller of any such claim.
- Seller shall not assign this order of any interest herein including any performance or any amount which may be due or may become due hereunder, without Buyer’s prior written consent.
- For good cause and as consideration for (executing the contract) (submitting this bid), the contractor, through its duly authorized agent, conveys, sells, assigns, and transfers to Western Kentucky University all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Kentucky, relating to the particular goods or services purchased or acquired by Western Kentucky University.
- Vendor warrants that the good procured hereunder is free from all liens, claims or encumbrances.

Equal Employment Opportunity: Sub-contractors and vendors agree that, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, as amended by Executive Order No. 11375 of Oct. 13, 1967, during the performance of this Purchase Order they will comply with the provisions of paragraphs 1 through 7 of Section 202 of E.O. No. 11246, and as such will submit an executed “Certificate of Nonsegregated Facilities” for procurements having a dollar value of $100,000 or more. Procurements having a dollar value of $2500 or more shall adhere to the “Listing or Employment Opening” clause and “Employment of the Handicapped” clause.