

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1085191

Vendor Name: Fox Valley Fire & Safety Company, Inc.

Invoice Number: IN00536690

Invoice Date: 7/27/2022

PO Number: B0001016

Check Number: E0091111

Check Amount: \$ 500.00

Check Date: 08/24/2022

Voucher Number: V0750044

Document Type: AP Invoice

Document Below



**Fox Valley Fire and Safety**  
 2730 Pinnacle Drive  
 Elgin, IL 60124  
 Phone: 847-695-5990  
 Fax: 847-695-3699  
 FEIN: 36-2638828  
 www.foxvalleyfire.com



# INVOICE

Invoice No:	Order No:	Invoice Date:	Due Date:
IN00536690	ST00546173	07/27/2022	08/26/2022
Customer P.O.:	Terms:	Work Date:	Amount Due:
	Net30	07/25/2022	500.00

**BILL TO: 200647**

COLLEGE OF DUPAGE  
 425 FAWELL BLVD  
 GLEN ELLYN, IL 60137

**WORKSITE: 200647**

COLLEGE OF DUPAGE  
 425 FAWELL BLVD  
 GLEN ELLYN, IL 60137

Authorized By:	Job Number:	Salesperson:	Technician:
LAURA TALBOT 630-942-3805	CON0000001284	J 1	10

Qty	Item	Description	Price	Ext Price	Tax
1		ANNUAL FIRE TRAINING DEMONSTRATION  Summary of Work: ANNUAL DEMO FIRE TRAINING ON 07/25/22 (1:00PM)	500.00	500.00	0.00

Please visit us on Twitter, Facebook, LinkedIn, Google+, YouTube, WordPress (Blog).

Subtotal	500.00	
Tax	0.00	8.50%
Total	500.00	
Retainage	0.00	
Total Due	500.00	

Pay invoices online at [www.foxvalleyfire.com](http://www.foxvalleyfire.com) using the Pay Online feature.

## Terms and Conditions

1. A system is defined as all equipment, material, parts, labor, maintenance, inspection and/or monitoring services to be provided by Seller as set forth herein.
2. Equipment servicing, inspection or maintenance is defined as the servicing, inspection, and maintenance of equipment as herein provided and does not include any review of system design, engineering or compliance with local, national, or manufacturer's guidelines, specifications, regulations or codes, and such services are expressly excluded herefrom unless specifically contracted for hereunder.
3. Seller shall not be obligated to provide servicing, inspection or maintenance of any type on or to the system and/or equipment sold or installed hereunder, or to train or instruct Purchaser or Purchaser's employees or others as to the use, operation, maintenance or control of the system and/or equipment unless said servicing, inspections, maintenance or training is specifically contracted for herein.
4. **TITLE AND RISK OF LOSS.** Title to the system and/or equipment shall remain in Seller and shall pass to Purchaser only upon full payment therefore. With respect to the sale of equipment or products wherein Seller provides no installation, shipments are at Purchaser's risk and all claims shall be made by Purchaser to the carrier for any damages thereto.
5. **SECURITY INTEREST.** Purchaser hereby grants to Seller a security interest in the system and/or equipment and in all accessories thereto to secure payment in full of the purchase price hereunder. Purchaser agrees to execute financing statements or such other documentation as Seller may request in order to perfect such security interest.
6. **PAYMENT.** All sums due hereunder shall be paid in full upon delivery of the equipment or providing of the servicing, maintenance, or monitoring services hereunder unless otherwise agreed upon in writing by Seller. If the system is to be installed according to plans and specifications for installation provided by Purchaser, Purchaser hereby agrees to pay for any and all additional costs incurred for any additions, changes or corrections necessitated by inaccuracies, errors, discrepancies or changes in said plans or specifications. In the event any payment due hereunder is more than 10 days delinquent, Seller may impose and collect from Purchaser a delinquency charge of 1 1/2 % per month (18% annual) of the amount due. Should the amount due be less than \$100.00, a service charge of \$1.50 minimum per month will be added to unpaid balance.
7. **DEFAULT BY PURCHASER.** Purchaser agrees and authorizes Seller, if it so elects, to remove the system and/or equipment and disconnect and render inoperable any monitored systems and to terminate any monitoring services if payment is not made as herein provided. Purchaser also agrees to pay all costs, charges and expenses, including reasonable attorney's fees and court costs, and Seller's corporate officers wages and expenses which may be incurred in testifying at any proceeding relating to the enforcement of the terms of this agreement, the collection of any sums due hereunder, or securing possession of the system and/or equipment. Seller's right of removal and repossession shall be in addition to any and all additional remedies Seller may have hereunder.
8. **WARRANTY.** Seller warrants at the time of installation of a system or equipment that the system or equipment will be installed according to and will meet approval of (a) The manufacturer, (b) Underwriter's Laboratories, Inc. Listing, and (c) Seller's standard installation procedure. In the event that any part shall become defective within the system or in the event that any repairs shall be required, the Seller hereby agrees to make all repairs and/or replacement of parts without cost to the Purchaser for a period of one year from the date of purchase or installation. **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED AS TO THE EFFECTIVENESS OF THE SYSTEM OR EQUIPMENT INSTALLED, SOLD, MAINTAINED, SERVICED OR MONITORED HEREUNDER. LOSS BY FIRE, FALSE DISCHARGE, THEFT, BURGLARY, OR ROBBERY IS HEREBY ASSUMED BY PURCHASER AND SHALL BE COVERED BY PURCHASER'S INSURANCE CARRIER. THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR EQUIPMENT INSTALLED, SOLD, MAINTAINED OR SERVICED HEREUNDER, OR MONITORING SERVICES PROVIDED, OR THE USE OR PERFORMANCE THEREOF. SELLER EXCLUDES ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ACCEPTS NO WARRANTY OBLIGATION OTHER THAN THOSE WARRANTIES AGREED TO IN THIS PARAGRAPH. THIS WARRANTY MAY NOT BE MODIFIED, AMENDED, OR EXTENDED.**
9. **INSPECTION.** Purchaser hereby agrees to inspect the system and/or equipment and notify Seller in writing of claimed defects or shortages within ten (10) days after Purchaser accepts delivery of the system or equipment. Purchaser's failure to so inspect and so notify Seller shall waive Purchaser's warranty rights hereunder as well as any claim that Purchaser may have against Seller in regards to the system.
10. **DELAYS BEYOND CONTROL.** Seller shall not be liable for any delays in or failure of delivery due to Acts of God or public authority, labor disturbances, and delays by carriers, shortages of material, delays of a supplier or any other cause beyond Seller's control. Purchaser's requested delivery date or schedule shall be approximate and subject to Seller's acceptance. Purchaser agrees to pay all expenses and costs incurred for lack of proper scheduling. If Seller is unable to perform as a result of Purchaser's actions, Purchaser agrees to pay the hourly costs for Seller's employees at the current rate of pay.
11. **INDEMNIFICATION AND LIMITATION OF LIABILITY**
  - A. Purchaser hereby acknowledges and agrees that the installation of the system and/or equipment requires certain modifications of existing structures. Purchaser hereby covenants and agrees to indemnify and hold Seller, its agents, employees, and assigns harmless from any claims from damage incurred with respect to the modification of existing structures at the time of the installation of the system and/or equipment. In the event Purchaser is not the owner or is a lessee or contract purchaser of the property where the system or equipment is to be installed, Purchaser further covenants and agrees to indemnify and hold harmless Seller, its agents and employees, of and from any damage, liability or judgment which may be incurred by Seller as a result of any action brought by or on behalf of the lessor or owner of said property.
  - B. Seller does not represent or warrant that the system may not be circumvented or compromised, or that the system will, in all cases, provide the protection for which the system is designed to detect or avert. Insurance will be obtained by the Purchaser and the payments to Seller herein before specified. Insurance, if any, will be obtained by the Purchaser and the payments herein before specified are based solely upon the value of the services herein described and are unrelated to the value of the Purchaser's property or property of others located in or adjacent to Purchaser's premises. It is not the intention of the parties that Seller assume responsibility for any loss or damage, irrespective of cause or origin, which results directly to person(s) or property from performance or nonperformance of obligations imposed by this contract or from the negligence, active or otherwise, or omissions of Seller, its agents or employees. Purchaser agrees that seller shall be exempt from liability, including any actions for contribution, and shall not be liable for any damages, whether direct, indirect, consequential, for economic loss, personal injury, property damage, or death, or any consequences which result therefrom which the services herein described are designed to detect, prevent or avert. Because of the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from the failure on the part of Seller to perform any of its obligations under this agreement, or from the failure of the system to operate properly. Therefore, if notwithstanding the above provisions, there shall at any time be, or arise, any liability on the part of Seller by virtue of this agreement, or with respect to third parties, whether due to the negligence of Seller or otherwise, such liability shall be limited to the sum of two hundred fifty dollars (\$250.00). This sum shall be paid and received as liquidated damages and not as a penalty, and such liability shall be complete and exclusive.
  - C. Purchaser agrees to and shall forever indemnify, release, hold and save harmless Seller, its employees and agents, from and against any claims, including actions for contribution, suits, causes of action, losses, demands, judgments, and expenses arising from any death of or injury to any person, or any loss or damage to property of Purchaser or others, including third parties, caused by or arising out of or resulting from any action or omission of Seller, its agents, employees or assigns or Seller's failure to perform its obligations under this agreement, whether due to Seller's negligence or otherwise or as a result of fire, theft, burglary, robbery or any other cause.
  - D. Purchaser does hereby for himself and any other parties claiming under him, release and discharge Seller from and against all hazards covered by Purchaser's insurance; it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Seller.
  - E. In the event any person, not a party to this agreement, shall make any claim or file any lawsuit against the Seller for failure of its equipment or service or the system in any respect, Purchaser agrees to indemnify, defend and hold Seller harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.
12. **GOVERNING LAW MODIFICATIONS AND SAVINGS CLAUSE.** This agreement shall be governed by the State of Illinois and constitutes the entire agreement between Purchaser and Seller with respect to the subject matter hereof. No representation, statement or provision of any document not contained in this agreement shall be binding upon Seller, and this agreement shall not be modified or amended unless by a writing executed by the party against whom the modification or amendment is sought to be enforced. In the event of any provision of this agreement shall be declared invalid or unenforceable, the remaining terms shall remain in full force and effect.

Fox Valley Fire & Safety <donotreply@foxvalleyfire.com>

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**[External] Your Fox Valley Invoice#IN00536690 from July 27, 2022**

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**Fox Valley Fire & Safety** <donotreply@foxvalleyfire.com>

Wed, Jul 27, 2022 at 07:34 AM GMT

CC:

BCC:

CAUTION: This email originated from outside of COD's system. Do not click links, open attachments, or respond with sensitive information unless you recognize the sender and know the content is safe.

Thank you for choosing Fox Valley Fire & Safety for your fire protection needs. We hope you are satisfied with your service and we look forward to fulfilling your future service needs.

This is an automated email notification. If you reply to this email directly we might not get it. We do want to hear from you and are happy to help you with any questions or concerns you may have, so please send your reply to [contact@foxvalleyfire.com](mailto:contact@foxvalleyfire.com) or call us at **847-695-5990**.

Thank you,

**Fox Valley Fire & Safety**

2730 Pinnacle Drive | Elgin, IL 60124



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**1 attachment**

a50c800565bd548d9a1479b94005e477.pdf

**Purchase Order****Purchase Order #: B0001016****Order Total: 900.00 USD**FOX VALLEY FIRE SAFETY COMPANY,  
INC.**Date:** 08/16/2022  
**Transaction #:** 3007353  
**Authorized By:** Eric Frick**Requested By:** Pamela McGowan  
**Requester Email:** mcgowanp295@cod.edu  
**Phone:** 630-942-2637**Supplier Address:**  
FOX VALLEY FIRE SAFETY COMPANY, INC.  
2730 Pinnacle Drive  
Elgin, IL 60124-7943  
United States  
Attn: Bill Segatto  
Phone: 847-695-5990**Ship To:**  
College of DuPage  
College of DuPage Shipping & Receiving  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
United States  
Attn: Pamela McGowan  
Phone: 630-942-2238**Bill To:**  
College of DuPage  
College of DuPage Accounts Payable  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
United States  
Attn: invoicing@cod.edu  
Phone: 630-942-2228**Order Comments:**

Line #	Item #	Description	UOM	QTY	Unit Price	Line Total
1		Provide Fire Extinguisher Training	Each	2	450.00 USD	900.00 USD
Ship To Attn: Pamela McGowan						

**Subtotal:** 900.00 USD**Tax:** 0.00 USD**S & H:** 0.00 USD**Order Total:** 900.00 USD**General Terms**

PLEASE NOTE: ALL SHIPMENTS ARE REQUIRED TO BE DELIVERED TO WAREHOUSE SERVICES. FAILURE TO COMPLY WILL JEOPARDIZE OR DELAY THE PAYMENT PROCESS.

EXCEPTIONS WITH PRIOR APPROVAL BY PROCUREMENT SERVICES WILL PRINT ON THE P.O.

1. F.O.B. DESTINATION unless otherwise indicated under Purchase Order Comments.
2. College of DuPage will only accept electronic invoices in PDF format. Invoices must reference the COD Purchase Order Number. Invoices are to be emailed to [invoicing@cod.edu](mailto:invoicing@cod.edu), with one document per email. For questions about payment status or other inquiries, please email [acctpay@cod.edu](mailto:acctpay@cod.edu) or call 630-942-2228.
3. All payments are processed via ACH transfer weekly. You are strongly encouraged to set up your ACH account upon receipt of this PO to avoid unnecessary payment delays. A letter will be sent to you under a separate cover that outlines the set-up instructions, your log-in, and your temporary password. Invoices must be received in an electronic format at least three weeks prior to the due date and are to be emailed to [invoicing@cod.edu](mailto:invoicing@cod.edu). Paper checks are issued once a month. A paper check will be issued to foreign vendors that are not eligible for ACH transfer.
4. All invoices must be provided to the College for services rendered directly to the College. Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices, in accordance with the Local Government Prompt Payment Act.
5. All solicitations must be directed to the Purchasing Department. Any vendor selling directly to any faculty or staff member, without prior authorization from the Purchasing Department will be removed from our vendor list.
6. College of DuPage is exempt from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax. The College's Tax Exemption Identification Number is E9997-3391-06.
7. If unable to ship and/or deliver as required, advise the Purchasing Department immediately with full details at 630-942-2217.
8. All packages shall clearly indicate the purchase order number and contain a packing list of all contents with itemized descriptions.
9. All shipments are accepted subject to inspection and approval by the College of DuPage.
10. Any company/organization to be awarded a contract for goods and/or services must be in compliance with the fair employment practice act and all rules & regulations thereunder.

11. Suppliers are required to comply with executive orders 11246, 11375, The Rehabilitation Act of 1973, and the Vietnam Readjustment Act of 1974.

12. All contracts for construction work are subject to the provisions of 820 ILCS 130, ch. 48, Par. 39s-1 through 39s-12, providing for payment of the prevailing rate of wages to laborers, workmen & mechanics. The Contractor shall submit to the College, monthly certified payroll records for all workers and sub-contractors utilized for the project.

13. This Agreement is the entire agreement between the College of DuPage ("Customer") (including Customer's employees and other End Users) and Vendor ("Seller") unless specifically indicated and supported by previously mutually approved terms. In the event that Seller enters into terms of use agreements or other agreements, policies, or understandings, whether on Seller's purchase order, website, electronic, click-through, verbal or in writing, with Customer's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply. The customer will not be bound to any other terms and conditions set forth in any documents, agreements, or policies posted on the Seller's website unless such terms and conditions are also set forth in this Agreement. Seller may not unilaterally change any term or condition of this Agreement.

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