

NORTHEASTERN ILLINOIS UNIVERSITY PURCHASE ORDER TERMS AND CONDITIONS

1. **ACKNOWLEDGEMENT:** Vendor shall promptly acknowledge receipt of order. Vendor shall contact Buyer to advise of shipping date and advise if supplies or services cannot be delivered within ten (10) business days.
2. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of the University.
CONTRACTUAL AUTHORITY: The University that signs the purchase order and/or contract shall be the only State entity responsible for performance and payment under the contract. The parties' agreement regarding the subject matter ("Contract") may include any separately signed contract, the purchase order and all change orders issued by the University, these purchase order terms and conditions, federal funding terms and conditions, and State Certifications. In the event of a conflict between the terms of a separately signed contract and all purchase order terms and conditions, the terms of the signed contract shall control. Any additional or conflicting terms contained in any document issued by Vendor in connection with this contract shall not be binding on University unless University expressly agrees in writing.
3. **STANDARD CERTIFICATIONS:** By acceptance of this purchase order, Vendor certifies that it is in compliance with the applicable certifications contained in the Standard Certifications document posted on the Forms web page of the Chief Procurement Officer- Higher Education at <https://www2.illinois.gov/cpo/HigherEd/Pages/Forms.aspx>. Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract and is a continuing obligation to remain in compliance and report any non-compliance. If the initial term of the contract extends over multiple fiscal years, Vendor and its subcontractors, if applicable, shall confirm compliance with this section no later than January 1 of each year that the contract remains in effect.
4. **PRICE AND DISCOUNTS:** Vendor shall not bill at higher prices than quoted. All price increases must have prior written approval. Invoices in excess of purchase order will not be honored. Vendor represents and warrants that discount period shall be calculated from the date of an acceptable invoice or receipt of supplies or services, whichever is later.
5. **QUANTITY:** The specific quantity ordered must be delivered in full and not be changed without the University's written consent. Any unauthorized quantity is subject to rejection and return at seller's expense.
6. **BILLING AND PAYMENT:** Cash on Delivery (C.O.D.) shipments will not be accepted. Terms shall be Net 30. Invoice shall include University purchase order number, itemized detail, a unique invoice number, invoice date, invoice amount, and remittance address. Payments, including late payment interest, shall be paid in accordance with the State Prompt Payment Act, 30 ILCS 540.
7. **FREIGHT AND PACKING:** Shipments shall be sent FOB Destination to the address listed on the purchase order. No charges will be allowed for boxing, crating, packaging, bundling, dunnage or drayage unless otherwise provided on this purchase order.
8. **TITLE/RISK OF LOSS:** Unless otherwise stated on the face of this purchase order, title to supplies and risk of loss shall pass to University upon delivery at final destination and acceptance by University. All shipments must be fully insured by Vendor unless otherwise stated; and Vendor shall select the carrier and bear freight costs.
9. **DELIVERIES:** Packing slips must be included with all shipments; purchase order number(s) must appear on all packages, packing slips and invoices. All items ordered and shipped to the University shall be delivered, unloaded, and placed inside the building during RECEIVING DOCK HOURS: 8:00 a.m. to 12:00 noon, and 1:00 p.m. to 4:00 p.m. Central Time.
10. **INVOICES:** Invoices must be emailed to accountspayable@neiu.edu or mailed to:
**ATTN: ACCOUNTS PAYABLE
NORTHEASTERN ILLINOIS UNIVERSITY
5500 N St. Louis Avenue
Chicago, Illinois 60625**
11. **TAXES:** The University is exempt from payment of state and local Retailers' Occupation Tax, state and local Service Occupation Tax, state Use Tax, and state Service Use Tax. The University's tax exempt number is E9990-0981-06. The University is exempt from Federal Excise Tax, University Number 37-7000-17K. Exemption certificates will be provided upon request.
12. **ASSIGNMENT & SUBCONTRACTING:** Vendor shall not assign, subcontract, or otherwise transfer this Contract in any way in whole or in part without the written consent of the University.
13. **UNIVERSITY RIGHTS:** University reserves the right to cancel purchase order due to defects, workmanship or quality of goods ordered, if goods/services are not provided timely where time is of the essence, if goods are not in accordance with approved samples or specifications issued in connection herewith, if performance by Vendor is prevented by causes beyond the Vendor's control, if Vendor fails to comply with other terms and conditions of this order, or if Vendor is bankrupt, insolvent or has a receiver appointed for it.
14. **INSPECTION AND ACCEPTANCE:** All services, equipment or supplies delivered under this Contract must comply with applicable specifications and are subject to final inspection by University, notwithstanding any prior payments or inspections by University. University's acceptance after final inspection shall be conclusive, except with respect to latent defects or fraud. University may, at its option and without invalidating the remainder of the Contract, direct Vendor to a) promptly remove defective or incorrect supplies and issue a credit for the full value of items, including transportation charges both ways; b) repair or replace defective supplies; c) re-perform non-conforming services at Vendor's expense and risk. When supplies have been rejected, University shall have the right to cancel any unshipped portion of this order.
15. **WARRANTIES:** Unless otherwise agreed in writing by the parties, Vendor warrants that all supplies furnished under this Contract will be free of defects in material and workmanship, without liens or encumbrances of title, and will conform to applicable written drawings, specifications, Vendor samples and other data, and if not of University's specified design, will be free of design defects and will be fit for the purpose intended. All warranties shall run to University and survive acceptance and payment. All services performed under this Contract shall be of the highest quality and performed in a professional and workmanlike manner consistent with industry standards and practices. All warranties, whether express or prescribed by law, shall extend for the longer of a) 180 days from delivery; b) the

warranty period expressly provided by Vendor or manufacturer; c) the period set forth by law.

16. **CORRESPONDENCE:** Any correspondence, notices or Contracts pertaining to this order must be submitted to the University Purchasing Department.
17. **MSDS:** All Material Safety Data Sheets required by placement of this order must be forwarded to the **University's Public Safety Department** noting the purchase order number under which the items were procured.
18. **INDEMNIFICATION AND INSURANCE:** Vendor shall indemnify the University, its officers, employees, trustees, students, and agents against all demands, claims, damages, liabilities, expenses and reasonable attorney fees and costs arising out of the performance of this Contract by Vendor, its employees, subcontractors and agents. This indemnification obligation shall survive the termination or expiration of this Contract.
Vendor shall maintain for the duration of this Contract a policy or policies of insurance with coverage and limits adequate to satisfy all liabilities relating to Vendor's performance of the Contract, whether arising under applicable law or specifically assumed under this Contract, including but not limited to indemnification obligations. The insurance shall be commensurate with the usual and customary industry practices for similarly situated businesses. Vendor shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. The University may request a certificate of insurance at any time.
19. **COMPLIANCE WITH THE LAW:** Vendor shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, and license and permit requirements. Vendor shall obtain at its own expense all licenses and permissions necessary for the performance of this Contract. Vendor shall be and remain current in the payment of all applicable taxes.
20. **APPLICABLE LAW:** University is a public body, corporate and politic of the State of Illinois. This Contract shall be construed in accordance with and is subject to Illinois law.
21. **TERMINATION:** If Vendor defaults in the performance or commits a material breach of this Contract, Vendor shall have ten (10) days to cure the default or breach after receiving notice from the University. The University may terminate this Contract without further notice and pursue other available legal remedies if the Vendor fails to cure the breach within the prescribed period, or within such other period of time that is agreed by the parties in writing. The University may terminate this Contract for convenience by providing not less than thirty (30) days advance written notice to Vendor.
22. **AVAILABILITY OF APPROPRIATION:** This Contract is contingent upon and is subject to the availability of funds. The University, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if the General assembly or the federal funding source fails to make an appropriation sufficient to fulfill any such obligation.
23. **CONTRACT ENFORCEMENT AND INTERPRETATION:** The failure of either party to enforce any provision of this Contract shall not waive the party's right to later enforce the provision or the Contract. If any provision of this Contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this Contract so long as severance does not affect the enforceability or essential purpose of the remainder of this Contract. Any rule of construction that would resolve ambiguities against University as drafter shall not apply in interpreting this Contract.
24. **CONFIDENTIALITY:** Vendor must treat all information relating to this Contract as confidential. Unless required by law or authorized by University in writing, Vendor shall not disclose University information to third parties or use University information for any purpose other than in performing the services or providing supplies that are subject of Contract. The Vendor further acknowledges and understands that Northeastern Illinois University is required to protect certain confidential information from disclosure under applicable law, including but not limited to, Family Educational Rights and Privacy Act (FERPA). The Vendor agrees that it shall also be obligated to protect the confidential information to the same extent as the University. To the extent that Vendor retains any University confidential information or personally identifiable information in connection with the Services, Vendor agrees to at all times employ appropriate administrative, physical, technical and procedural safeguards in accordance with industry standards to secure any such stored, processed and/or maintained by Vendor through the Services and comply with all applicable federal and state privacy and data protection laws, and well as other applicable regulations and directives. University agrees (i) that Vendor is performing for the University an institutional service or function for which the University would otherwise use its employees, (ii) that the University will exercise direct control over Vendor's use and maintenance of education records, and (iii) that the University is responsible for complying with FERPA's annual notification requirement (34 C.F.R. § 99.7) and with respect to providing Student Records to Vendor.
25. **PREVAILING WAGE:** If this Contract involves a) a "public works" project within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130, or b) printing, janitorial, cleaning, window cleaning, building and grounds, site technicians, natural resources, food, or security services of \$2000 or more (or \$200 or more per month) within the meaning of the Illinois Procurement Code, 30 ILCS 500/25-60, all contractors and subcontractors must pay no less than the general prevailing rate of wages (hourly cash requirements of the Act. Refer to the prevailing wage rates on the Illinois Department of Labor website at: <https://www2.illinois.gov/idol/Pages/default.aspx>.
26. **SOYBEAN OIL-BASED INK:** Unless otherwise stated, any printing services provided must be made using soybean oil-based ink (30 ILCS 500/45-15).
27. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
28. **AUDIT AND RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three (3) years from the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the vendor and its subcontractors must retain its records for a minimum of five (5) years after completion of the work (30 ILCS 500/20-60).