

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
- 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.

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 all information applicable thereto and (a) October 1, 2018, the General (t)-19.3

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).
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