1) Acknowledgments. Acceptance of this Purchase Order must be in accordance with and strictly limited to the Terms and Conditions contained herein. An attempted acknowledgment or acceptance which contains provisions conflicting or additional to the Terms and Conditions herein set forth or which varies any term or condition shall have no force or effect. Performance by the Seller without an effective acknowledgment shall be deemed to be performance in accordance with the Terms and Conditions of this Purchase Order.

2) Seller's Work and/or Materials. Seller agrees to fully execute and perform the construction required by, and reasonably inferable from, the Purchase Order (the "Work") and/or to supply goods, products, supplies, parts, assemblies, equipment, systems or other items required by the Purchase Order ("Materials") (collectively the "Work and/or Materials").

3) Invoices. Render a separate invoice for each Purchase Order. All invoices on this invoice must conform to item numbers shown on this Purchase Order. Invoice must show Buyer's Purchase Order number. If the name of Seller on the invoice will be other than that shown on the face of this Purchase Order, both names must be indicated on the invoice. Failure to do this can result in delayed payment. MAIL INVOICE(S) TO: THE UNIVERSITY OF CHICAGO, P.O. Box 1017, South Bend, IN 46624 or email invoices to invoices@ndu.edu.

4) F.O.B. Point. F.O.B. DESTINATION, The University of Chicago, "Freight Prepaid" and Allowed, unless otherwise shown on Purchase Order.

5) Shipping Instructions. If shipping charges contractually apply, ship Bill 3rd Party via FedEx account # 919773197, FOB Destination. Insert our PO# in recipient 2nd address field. If combined shipping weight exceeds 150lbs, call 888-457-5851 for carrier instructions prior to shipping. If you accept an order without a purchase order number, DO NOT SHIP under the Bill 3rd Party FedEx account, ship using your standard shipping method."

6) Discount Period. When applicable, will start from date of acceptable invoice or receipt of material whichever is later.

7) Inspection and Acceptance. The Work and/or Materials delivered hereunder shall be deemed accepted by the Buyer unless written objection is received by the Buyer at the time of delivery or within thirty (30) days thereafter. If written objection is received by the Buyer at the time of delivery or within thirty (30) days thereafter, the Buyer shall either return the Work and/or Materials for credit, instruct Seller to make repairs or replace such Work and/or Materials, or have the work performed by others at Buyer's option or if it becomes evident that Seller is not performing or providing the Work and/or Materials in accordance with the Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim made by the Seller for adjustment under this Paragraph must be asserted within thirty (30) days from the date of receipt by the Seller of the notification.

8) Title and Delivery. Title to goods shall pass to the Buyer upon delivery to the F.O.B. point. Risk of loss of any goods shall pass to the Buyer upon delivery to the Buyer. Deliveries shall be made in accordance with the written order of the Buyer as stated in the Purchase Order at the times and places and in the amounts specified. Receipt of any early or late deliveries shall not constitute a waiver of any of the rights of the Buyer under this Purchase Order. Deliveries before or after the specified date may be made only with the prior written approval of the Buyer.

9) Acceptance of the Work and/or Materials delivered hereunder shall be affected by the Buyer within a reasonable time after delivery. Except as otherwise provided for in this Purchase Order, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

10) Delays. Delays in performance or delivery beyond the time specified in this Purchase Order due to causes beyond the control and without the fault or negligence of Seller may be excused by the Buyer if Seller notifies the Buyer in writing of the cause of such delay within a reasonable time from the beginning thereof. When such excuse is given, the Buyer, by written notice to the Seller, will extend the time for performance by such period of time as the Buyer determines to be commensurate within the period of delay.

11) Warranties. The Work and/or Materials shall be free from defects in materials or workmanship, and all materials (which term throughout these Terms and Conditions includes without limitation, raw materials, components, intermediate assemblies and end products) shall be at reasonable prices and to the extent practicable subject to inspection and test by Buyer. If any inspection or test is made by the Buyer on the premises of the Seller, the Seller shall provide all reasonable facilities and assistance for the safety and convenience of the Buyer.

12) Indemnification. The Seller shall indemnify the Buyer and the Government, their officers, agents, and employees against liability, including costs for infringement against the Government on account of any alleged patent or copyright infringement arising out of the performance of this Purchase Order or out of the use of any Materials furnished by or Work performed hereunder. If Seller is unable to or refuses to promptly correct or replace such defective or nonconforming Work or Materials, Buyer (a) may, by contract or otherwise, repair or replace such Work and/or Materials and assess Seller the excess cost and damages incurred by the Buyer thereby. The Buyer shall be liable for any excess or additional cost or damages occasioned the Buyer by reason of the Seller’s breach. The Buyer reserves the right to terminate this Purchase Order in whole or in part for its convenience by written notice to the Seller. If the Purchase Order is so terminated, the Buyer shall make an equitable adjustment in the purchase price to compensate Seller for all reasonable costs incurred by Seller in connection with said Purchase Order plus a reasonable profit with respect to all necessary work performed by Seller to the date received notice for such termination.

13) Inspection and Acceptance. The Work and/or Materials covered by this Purchase Order together with that portion of the Seller’s plant devoted thereto and all materials (which term throughout these Terms and Conditions includes without limitation, raw materials, components, intermediate assemblies and end products) shall at all reasonable times and to the extent practicable be subject to inspection and test by Buyer. If any inspection or test is made by the Buyer on the premises of the Seller, the Seller shall provide all reasonable facilities and assistance for the safety and convenience of the Buyer.

14) Time for Performance. Unless otherwise agreed to in writing by the parties, Seller warrants that: i) all workmanship shall be first class; ii) the materials specified and/or used shall be of the quality and kind specified and shall correspond substantially with the description and samples, if any, submitted and accepted by Buyer, and Seller shall promptly repair or replace such Work and/or Materials at the Seller’s expense and risk. Upon authorization by the Buyer, or if the Seller is unable, refuses or does not proceed promptly with such repair or replacement, the Buyer may by contract or otherwise, on the Buyer’s premises or elsewhere repair or replace such defective Work and/or Materials and assess the Seller the excess cost and damages incurred by the Buyer thereby.

15) Title and Delivery. Title to goods shall pass to the Buyer upon delivery to the F.O.B. point, unless otherwise shown on Purchase Order.

16) Payment. Payment under this Purchase Order, including, without limitation, to the extent practicable be subject to inspection and test by Buyer. If any inspection or test is made by the Buyer on the premises of the Seller, the Seller shall provide all reasonable facilities and assistance for the safety and convenience of the Buyer.

17) Notice and Assistance Regarding Patent and Copyright Infringement and Patent Indemnity. The Seller shall report to the Buyer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Purchase Order of which the Seller has knowledge. In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this Purchase Order or out of the use of any Materials furnished by or Work performed hereunder, the Seller shall furnish to the Buyer for transmission to the Government when requested by the Buyer, information in possession of the Seller pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Seller has agreed to indemnify the Government. The Seller shall indemnify the Buyer and the Government, their officers, agents, and employees against liability, including costs for infringement.
of U.S. Letters Patent resulting from the Seller’s: i) furnishing or supplying standard parts or components which have been sold or offered for sale to the public on the commercial open market; or ii) utilizing its normal practices or methods which normally are or have been used in providing goods and services in the commercial open market, in the performance of the Purchase Order; or iii) utilizing any parts, components, practices, or methods to the extent to which the Seller has secured indemnification from liability. The foregoing indemnity shall not apply unless the Seller shall have been informed as soon as practicable by the Buyer or the Government of the suit or action alleging such infringement and has been afforded an opportunity to participate therein. If the Seller fails to take either of these steps, its indemnity shall not apply to a claimed infringement which is settled without the consent of the Seller, unless required by final decree of a court of competent jurisdiction or to an infringement resulting from addition to or change in such supplies or components furnished or construction work performed for which addition or change was made subsequent to delivery or performance by the Seller.

18) General Indemnity. To the fullest extent permitted by law, the Seller will protect, indemnify, defend and hold the Buyer, University of Chicago Medical Center, their respective trustees, individually and collectively, affiliates, officers, agents and employees (the “Indemnified Parties”) free and harmless from any and all liabilities, claims, demands, actions, costs, suits or matters in connection therewith (including, without limitation, reasonable attorneys’ fees, expert fees, court costs and expenses), if caused by reason of or arising out of the performance of the Work; or iii) notice of lien, claim for lien, or suit to foreclose a lien filed, given, made or maintained by a subcontractor, sub-subcontractor or supplier; or iv) hazardous materials, whether based upon or claimed to be based upon statutory, contractual, tort or other liability hereunder. To the extent prohibited by applicable laws, no person or entity indemnified under the terms of this Paragraph 17, shall be indemnified for claims to the extent arising from such person’s or entity’s own negligence. The obligations of the Contractor pursuant to this Paragraph 17 are not to be construed to reduce any other right or obligation of indemnification which would otherwise exist as to any party or person described in this Paragraph.

19) Examination of Records. The Seller agrees that the Buyer, the Federal sponsoring agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right to examine any directly pertinent books, documents, papers, and records of the Seller, including transactions related to this Purchase Order. The term “Purchase Orders” as used in this Paragraph excludes: i) purchase Orders not exceeding $25,000; and ii) subcontracts or Purchase Orders for public utility services at rates established for uniform applicability to the general public.

20) Assignment. The Buyer may at any time, without Seller’s consent, assign this Purchase Order or any of its rights hereunder to the United States Government or any other person or entity. Neither this Purchase Order, nor any payments, claims, or interests there under, are assignable or transferable by Seller without Buyer’s written approval.

21) Non-Discrimination and Equal Opportunity. By acceptance of this order Seller certifies that it will comply with all applicable provisions of E.O. 11246 and E.O. 11375, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1974; E.O. 11701; the Rehabilitation Act of 1973; E.O. 11758; and the rules, regulations and relevant orders of the Secretary of Labor. Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

22) Contract Work Hours and Safety Standards Act. (Applies only where the Purchase Order has a federal contract number, it is for more than $100,000, and it is not for goods available in the open market.)

a) Governing Requirements: Neither the Seller nor any subcontractor contracting for any part of the Work under this Purchase Order which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic, in any manner in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in a week. The Seller shall comply with the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

b) Working Conditions. If this Purchase Order involves construction work, neither the Seller nor any subcontractor contracting for any part of the work under this Purchase Order shall require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

c) Subcontracts. The Seller shall insert paragraphs a) through c) of this Paragraph in all subcontracts, and shall require their inclusion in all subcontractor contracts of any tier subject to the Act.

23) Clean Air and Water. If this Purchase Order exceeds $100,000, or orders under an indefinite quantity contract in any one year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (c) (1)) or the Clean Water Act (33 U.S.C. 1319 (c)) and is listed by EPA as a violating facility, or the Purchase Order is not otherwise exempt, the Seller agrees as follows:

a) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 7414, et seq., as amended), and section 308 of the Clean Water Act (33 U.S.C. 1318, et seq., as amended), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Clean Air Act and the Clean Water Act, respectively, and all regulations and guidelines issued there under before the award of this Purchase Order.

b) That no portion of the work required by this Purchase Order will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Purchase Order was awarded unless and until the EPA eliminates the name of such facility or facilities from such list.

c) To use best efforts to comply with clean air standards and clean water standards at the facilities in which the Purchase Order is being performed.

d) To insert the substance of the provisions of this Paragraph in any nonexempt subcontract, including this paragraph d).

24) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit orga- nization regarding the substitution of par- ties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipi- ent or subrecipient must comply with the re- quirements of 37 CFR Part 401, “Rights to In- ventions Made by Nonprofit Organizations and Small Business Firms Under Govern- ment Grants, Contracts and Cooperative Agreements,” and any implementing regula- tions issued by the awarding agency.

25) Labor Standards for Construction Work. (Applies only where the Purchase Order has a federal contract number, the terms of that contract make federal construction labor standards applicable, and the work involves construction labor in excess of $2000.) The Seller shall follow the terms of the Davis-Bacon Act, Copeland Anti-Kickback Act and related laws and Department of Labor regulations respecting construction labor. These Acts, among other things, require contractors to pay laborers and mechanics wages at rates not less than prevailing wages as determined by the U. S. Department of Labor, and prohibit inducing any employee to give up any part of the compensation to which the employee is entitled.

26) Bonding. For construction or facilities improvements Purchase Orders or contracts exceeding $100,000 the Seller shall maintain a performance bond for 100 percent of the contract price, and a payment bond for 100 percent of the contract price. These bonds shall be obtained from companies holding certificates of authority as acceptable sureties and shall be on AAA A312 (1984) bond forms or other form approved by Buyer.

27) Insurance. Seller shall procure and maintain during the life of this contract, at Seller’s sole expense: (i) commercial general liability insurance on an occurrence basis to protect from claims for damages of personal injury and property damage ($1,000,000 each occurrence, $1,000,000 general aggregate); (ii) automobile liability insurance ($1,000,000 combined single limit per accident for bodily injury and property damage); (iii) worker’s compensation as required by law; and (iv) employer’s liability insurance ($500,000 each accident, $500,000 disease each employee, $500,000 disease aggregate). The University of Chicago, the University of Chicago Medical Center, and all of their respective trustees, officers, agents, directors, employees, volunteers, affiliates, parent and subsidiary entities, and consultants shall be named as additional insured under the general liability policy and the automobile liability policy. Seller shall provide evidence of such insurance to Buyer prior to commencing or delivering any work and/or Materials hereunder.

28) Byrd Anti-Lobbying Amendment. If any portion of this Purchase Order is federally funded, and the amount is in excess of $100,000, the Seller shall file all required certifications under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This Amendment requires each contractor or subcontractor to certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, and shall also disclose any lobbying by its employees on behalf of the Federal Awards that takes place in connection with obtaining any Federal award.

29) Debarment and Suspension. In acceptance of this Purchase Order and its fulfillment the Seller hereby certifies that Seller is not currently a listed vendor in the Federal General Services Administration’s “List of Parties Excluded from Federal Procurement or Non-Procurement Programs” (available at http://www.sam.gov) or on the HHS/OIG list of Excluded Individuals/Entities (available at https://exclusions.ogc.hhs.gov/) in accordance with Presidential Executive Orders 12549 and 12689, “Debarment and Suspension”.

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Employee Notice. "To the extent applicable to contracts, subcontracts or purchase orders involving federal funds in excess of $100,000, the provisions of 29 CFR 470 (Obligations of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees) are hereby incorporated by this reference."

31) Electrical Equipment. Seller warrants that all electrical equipment and/or appliances that may be furnished under this Purchase Order have been tested and approved by an OSHA recognized Nationally Recognized Testing Laboratory to the extent required by the Chicago Municipal Code. Seller will not ship Materials that do not conform, and will contact the Buyer’s Procurement Services for instructions regarding any non-conforming Materials.

32) Export Compliance. Seller agrees that it will provide the export control classification associated with the commodity being purchased, to the extent that this item is controlled either under the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR). For EAR-controlled items, the correct ECCN classification based on the Commerce Control List will be provided. For ITAR items, the correct USML Category will be provided. In both cases, to the extent that the item includes technical data such as operational manuals, such data must also be classified. In the event that the Seller is unable to comply with this instruction, it will notify Buyer within five (5) days of purchase order, indicating the reason for non-compliance and recommended solution.