

# College of Eastern Idaho

## Purchase Order Terms and Conditions

The College of Eastern Idaho (CEI) "Terms and Conditions" will govern any purchase of services or products by the CEI. The Vendor Purchase Order is subject to these terms, and the Purchase Order and these Terms and Conditions form a binding contract between CEI and Vendor.

### CONFLICT IN TERMS

If the Vendor proposes or incorporates its own terms and conditions into the procurement which are different from or conflict with the CEI Terms and Conditions, the CEI Terms shall take precedent and apply to the procurement.

### TERMINATION

CEI may terminate the procurement and this Agreement (and/or any order issued pursuant to the Agreement) when Vendor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, the Vendor will be responsible for any costs incurred by CEI to replace the goods, including but not limited to placement of a new agreement. CEI, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary, including, without limitation, offset of damages against payment due.

### CONTRACT RELATIONSHIP

It is understood and agreed that in the performance of the services under this Agreement, Vendor shall at all times act as an independent contractor with respect to CEI, and the Vendor shall not be an employee of CEI for any purpose. The Vendor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding, and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of the Agreement, whether it may be for personal injuries or damages of any other kind. The Vendor will maintain any applicable worker's compensation insurance as required by law and will provide a certificate of same if requested.

### PAYMENT TERMS

Invoices will be submitted within thirty (30) days of service or delivery of goods and clearly delineate what services are being billed for and during what period. Invoices will be paid by CEI on a net thirty (30) payment basis for goods or services that have been delivered, installed, or accepted as specified.

### CONFORMING GOODS OR SERVICES

The goods or services shall conform in all respects with the CEI's solicitation documents. In the event of nonconformity, and without limitation upon any other remedy, CEI shall have no financial obligation in regard to the non-conforming goods.

### SELLER RESPONSIBILITY

The Vendor is responsible for furnishing and delivery of all goods or services included in the Agreement, whether or not the Vendor is the manufacturer or producer of such goods or services. Further, the Vendor will be the sole point of contact on contractual matters, including all warranty issues and payment of charges resulting from the use or purchase of goods and services.

### SHIPPING, DELIVERY, AND INSTALLATION

All orders will be shipped directly to the Business Office at the location specified on the Purchase Order, shipping on a F.O.B. Destination Freight Prepaid and Allowed basis with all transportation, unloading, uncrating, drayage, and all other associated delivery and handling charges incidental to and associated with completion of the Agreement paid by the Seller. If installation is required, pricing shall include all charges associated with a complete installation at the location specified.

### ACCEPTANCE/RISK OF LOSS

When the Agreement does not require installation, acceptance shall occur five (5) business days after delivery of goods or services, unless CEI has notified the Vendor in writing that the product or service delivered does not meet CEI's specification requirements.

Risk of loss and responsibility and liability for loss or damage will remain with the Seller until final inspection and acceptance by CEI. Responsibility will pass to CEI, except as to the latent defects, fraud and the Seller's warranty obligations. Such loss, injury, or destruction shall not release the Seller from any obligation under the Agreement.

### GOVERNMENT REGULATIONS

The Vendor shall comply with all requirements of federal, state, and local laws and regulations applicable to the Vendor or to the goods and services provided by the Vendor pursuant to the Agreement. For the duration of the Agreement, the Vendor shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local laws and rules.

### INDEMNIFICATION/INSURANCE

Vendor shall defend, indemnify, and hold CEI, its administrators, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and including reasonable attorney costs for injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Vendor, its officers, agents or employees, or arising out of a failure to comply with any state or federal statute, law, regulation or act. In the event CEI is alleged to be liable on account of any activities, acts, or omissions of Vendor, its officers, agents, or employees, then Vendor shall defend such allegations through counsel chosen by CEI, and Seller shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

### PATENTS AND COPYRIGHT INDEMNIFICATION

Vendor shall indemnify and hold CEI harmless and shall defend at its own expense any action brought against CEI based upon a claim of infringement of a United States patent, copyright, trade secret, trademark, or other intellectual property for goods or services purchased under the Agreement.

### USE OF COLLEGE NAME

Vendor agrees that it will not, prior to, in the course of, or after performance under the Agreement, use CEI's name in any advertising or promotional media as a customer or client of Vendor without the prior written consent of CEI.

### PUBLIC RECORDS

CEI, as a governmental entity, is subject to the public records laws of Idaho. Agreements and paperwork associated with those Agreements may be considered public documents under applicable state law except to the extent portions of the Agreements are otherwise protected under applicable law.

### TAX-EXEMPT STATUS

CEI is generally exempt from payment of Idaho state sales and use taxes. If the Vendor is required to pay any taxes incurred as a result of doing business with CEI, it shall be the sole responsibility of the Vendor to pay the taxes. A State Sales Tax exemption form will be issued upon request.

### FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the parties shall notify the other promptly in writing of any cause for delay. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

**MODIFICATIONS**

This Agreement may only be released, changed, amended, modified, or supplemented in writing and signed by a duly authorized representative of each party.

**ASSIGNMENTS**

Vendor shall not assign the Agreement, any order, or any interest herein without prior written approval of CEI. Assignment of the Agreement without approval shall, at the option of CEI, cause the annulment of the Agreement so assigned. All rights of action, for any breach of such Agreement assignment are reserved to CEI.

**GOVERNING LAW**

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in the state or federal court for the State of Idaho, Ada County, Idaho.

**ENTIRE AGREEMENT**

This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous bids, proposals, or quotations, both oral and written, discussions, representations, commitments, course of dealing, and all other communications between the parties.

**SEVERABILITY**

In the event any provision or section of the Agreement is found unconscionable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.

**Purchasing Contact Information:**

Procurement Specialist, Hope Noe  
208-535-5315

Procurement Coordinator, Braxton Balmer  
208-535-5339

[purchasing@cei.edu](mailto:purchasing@cei.edu)

**Send Invoices to:**

College of Eastern Idaho  
Attn: Accounts Payable  
1600 S 25<sup>th</sup> E  
Idaho Falls, ID 83404

or email to: [accounts.payable@cei.edu](mailto:accounts.payable@cei.edu)