

SPRINGFIELD HOUSING AUTHORITY Purchase Order (PO)
Terms & Conditions (T&C)

Herein: "HA" is the Housing Authority of Springfield, IL and "Seller" is the recipient of this PO.

- 1.0 **Applicable Laws.** It is the responsibility of the Seller to ensure that all items/services provided in response to this PO are provided in compliance with the HA's stated needs and all applicable Federal, State and local laws, statutes and codes.
- 2.0 **Applicable Documents.** All of the terms and requirements listed within each of the following documents are hereby included by reference as a part of these T&C and by executing and returning the accompanying cover page, the Seller thereby agrees to abide by all such terms and requirements and those listed on this T&C that the HA chooses to, at any time during the effective period of this PO, or any ensuing issue, implement (the Seller must inform the HA in writing if he/she wishes to receive a copy of any of these documents): (a) All documents issued as a part of the applicable competitive solicitation process noted on the PO; (b) form HUD-5370-C, Sections I and II (10/2006); form HUD-5370 (11/2006); form HUD-5370-EZ (10/2006); Table 5.1 of HUD Procurement Handbook 7460.8 REV 2; and the contract clauses contained within 24 CFR 85.36(i).
- 3.0 **Conflicting Terms.** These T&C may only be modified by the HA in writing. In the case of any T&C herein that may be in conflict with any other T&C listed herein (including the documents listed within the preceding 2.0), the HA shall decide which T&C shall comply. Any T&C listed within any of the HUD forms listed within 1.0 herein shall take precedence over any T&C listed on any non-HUD document listed herein. These T&C shall automatically take precedence over any similar terms and conditions listed on a supplier or contractor receiving document or invoice.
- 4.0 **Cancellation.** The HA reserves the right to cancel this order or any portion thereof at any time for its convenience or for default by the Seller.
- 5.0 **F.O.B.** Unless specifically approved by the HA in writing (i.e. typically, as entered on the PO), no additional freight costs are approved by the HA and may not be added to any invoice that ensures thereto.
- 6.0 **Hazardous Materials.** If the Seller is furnishing items that contain hazardous materials, he/she must, compliant with applicable law, label each container listing the identity of such material. Each such container must also be identified on the exterior with the appropriate hazard warning. Further, the Seller must, at the time of delivery to the HA, furnish the necessary MSDS for each chemical, substance, or product listed on this order.
- 7.0 **OSHA.** The Seller certifies that all items/services furnished as a result of acceptance of this PO conforms to and complies with the current OSHA Act.
- 8.0 **Invoices.** An original or "Certified to be a True Copy" invoice is required for payment and must reference the HA PO number and shall be accompanied by a copy of the receiving document showing the certifying signature of the HA staff that received the items/services. The HA shall pay all such invoices on a N/30 basis.
- 9.0 **Prompt Payment Discounts.** Unless otherwise agreed to by HA in writing, all payments shall be made in accordance with Illinois Prompt Payment Act (30 ILCS 540/0.01 et seq.)
- 10.0 **Quantity/Price.** Changes in quantity and price listed on this PO will not be accepted by the HA without the prior written approval of the HA officer that issued the PO.
- 11.0 **Taxes.** As detailed within NRS 372.325 and 374.330, the HA is exempt from and shall not pay any State sales tax, unless otherwise required by law; a certificate showing such will be provided to the Seller upon receipt of a written request for such.
- 12.0 **Liens Prohibited.** By acceptance of this PO the Seller thereby agrees that he/she, as required by HUD regulation, is prohibited from filing any lien against the HA pertaining to the items/services detailed on the PO.