

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1208880  
Vendor Name: ERI Economic Research Institut  
Invoice Number: 20198674  
Invoice Date: 04/23/20  
PO Number: P0369680  
Check Number: 0268304  
Check Amount: \$ 3,489.00  
Check Date: 06/10/2020  
Department ID: 00797  
Reviewer Name: Jacquelyn Campagnolo  
Voucher Number: V0622757  
Redaction Type: None  
Document Type: AP Invoice

Document Below

-----  
From: duffeym@cod.edu  
Sent: Mon May 18 10:44:33 CDT 2020  
To: invoicing@cod.edu  
CC:  
Subject: ERI invoice and PO to process for payment  
-----

Good morning,

Attached please find an invoice from ERI. I'm attaching all of the backup documents as well, along with the PO that I received from Procurement.

Please let me know if you have any questions, or if you need any other items from me in order to process this payment.

Thank you,

*Mary Jo Duffey*

Human Resources  
College of DuPage  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
duffeym@cod.edu



# INVOICE

Account Number:	122209
Invoice Number:	20198674
Invoice Date:	04/23/2020
P.O. Number:	

## Subscriber Information (please correct as necessary):

Beth O'Brien  
College of DuPage  
425 Fawell Blvd  
Glen Ellyn, IL 60137

Phone: (630) 942-2427 Ext:  
Email: obrienb102@cod.edu

Description	Number of Users	Expiration Date	Subscription Period
Salary Assessor	1	4/18/2021	1 Year
<div>APPROVED 05/19/20 - LINDA SANDS-VANKERK</div>			
Sales Tax (if applicable)	INVOICE REVIEWED		
Special Instructions	TOTAL DUE	\$3,489.00	
	AMOUNT ENCLOSED	US \$ _____	
<div>OKAY TO PAY</div>			

Please include one copy of invoice with payment.  
For questions or to pay with a credit card, please call ERI Subscriber Sales at (800) 627-3697.

Net 60 days. After 60 days, a monthly late charge  
of 1% per month from the invoice date will be due.  
US EIN 33-0356443; corporation; small business  
CAD HST/GST: 834447013 ERI Salary Surveys-Canada, LTD  
International orders (shipped outside of the US and Canada):  
foreign duties and taxes are the customer's responsibility.  
Country of origin: manufactured in USA

*Elizabeth L. O'Brien*

04/23/2020



PO # 369680  
GL: 01-80-00797-5406001

P.O.Box 3524  
Seattle, WA 98124-3524  
(800) 627-3697 TEL  
info.eri@erieri.com  
www.erieri.com

# ERI Economic Research Institute, Inc.

## Services Agreement

**IMPORTANT - READ CAREFULLY:** This Services Agreement (" Agreement ") is an agreement between you, an individual and/or entity (" Subscriber ") and ERI Economic Research Institute, Inc., (" ERI" ) governing respectively your use of the specific ERI products and services provided to you by ERI (each a " Service ").

BY REGISTERING FOR OR OTHERWISE USING ANY OF THE SERVICES, SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS READ THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. IF SUBSCRIBER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, SUBSCRIBER MAY NOT USE THE SERVICES.

### 1. LICENSE.

**a) Grant.** Subject to the terms of this Agreement, ERI hereby grants to Subscriber a non-exclusive, non-transferable license to access and use the Product(s) for which Subscriber has registered solely for Subscriber's (a) internal business and human resource management purposes; (b) specific client work performed in forensic economics, management, vocational, or compensation and benefits consulting; or (c) rehabilitation consulting, accounting, law, or litigation support where the maintenance of reports and the citing of foundation for opinions are required.

**b) Term; Termination.** Subject to the terms of this Agreement, Services are provided for a one-year period. Without prejudice to any other rights of termination and without the need to declare, ERI may terminate the Agreement if in ERI's reasonable judgment, Subscriber's use of any Service is inconsistent with the terms or intent of this Agreement, or for any other cause deemed reasonable by ERI, provided that, however, in the event of such a non-breach termination by ERI, ERI shall refund to Subscriber, within a reasonable period of time following the effective date of termination, a pro rata portion of any prepaid service fee paid by Subscriber for use of the Services during the then-current term, using a straight line calculation of fees as allocated over the twelve (12) month license period. Except as may be permitted under a separate agreement from ERI, upon the expiration or termination of this Agreement for any reason, the Subscriber must destroy all copies of (a) all ERI Salary Surveys data; (b) any Assessor Series data; and (c) any other proprietary data provided or otherwise made available by ERI in connection with the Services.

**2. CONDITIONS AND RESTRICTIONS.** The license grant above is subject to the following conditions and restrictions:

**a) Permitted Use.** Subject to the exceptions described in this paragraph, the Subscriber may access and use each Service only in accordance with the limited number of user licenses purchased for such Service (excluding ERI Salary Surveys). User licenses are specific to each individual user or Subscriber to which they are assigned, and usernames and passwords may not be shared with or transferred to any other person without ERI's approval. User licenses may not be accessed by automated methods. Please contact ERI with requests for automated access to the Services. ERI may approve transfers from one user to another under certain reasonable circumstances as determined by ERI in its sole discretion. Please contact ERI with

approval requests. Subscriber may copy and incorporate small excerpts of the reports, data, analyses, and/or other output from the Services into Subscriber's materials solely for Subscriber's internal use, provided that Subscriber may not otherwise reproduce or distribute any such materials for any commercial purpose without the written consent of ERI. Subscriber will comply with all applicable laws in connection with its use of the Services.

**b) Notices.** In creating any copy of any reports, data, analyses, or other output from the Services, Subscriber will reproduce and include the Licensor's copyright and other proprietary rights notices or legends in and on the copy.

**c) No Unauthorized Uses.** Subscriber shall not rent, sell, assign, transfer, lease, sublicense, or otherwise grant rights in, reproduce, publish, act as a service bureau, disclose, or otherwise transfer or distribute any Service, in whole or in part, to any third party without the prior written consent of ERI. Without limiting the foregoing, Subscriber shall not use any part of the Services to develop or derive any other data product or data service for distribution or commercial sale, without a separate license from ERI. To track unauthorized use of the Services, Subscriber agrees that the ERI may collect and maintain information tracking any use of the Services under Subscriber's user account(s). Such information collection may include, without limitation, the MAC ID of computers accessing the Services and data entered through the Services.

**d) No Reverse Engineering or Data Extraction.** Except and only to the extent that such activity is expressly permitted by applicable law, the Subscriber may not, nor authorize or permit any third party to, reverse engineer, reverse assemble, decompile, disassemble, or otherwise apply any procedure or process to the Services to ascertain, derive, and/or appropriate for any reason or purpose, the source code, algorithms, underlying data, or trade secrets enabling or contained within the Services.

**e) Changes.** ERI reserves the right to change or cancel the Services at any time. ERI may also make other related services available as part of the Services from time to time, and this Agreement will apply to such related services unless ERI specifically provides a separate agreement for such related services

### **3. REGISTRATION.**

Subscriber will provide accurate, current, and complete information about Subscriber and its users on any and all registration forms in connection with the Services ("Registration Data") and will maintain the security of the usernames, passwords, and other access credentials associated with its use (including the use by any of its users) of the Services ("Access Credentials"). Subscriber is responsible for all use of the Services through its users' Access Credentials, whether by Subscriber's users or others using such Access Credentials. Subscriber will maintain and promptly update the Registration Data, and any other information provided to ERI, to keep it accurate, current, and complete. SUBSCRIBER UNDERSTANDS THAT ANY PERSON WITH SUBSCRIBER'S ACCESS CREDENTIALS WILL BE ABLE TO ACCESS AND USE SUBSCRIBER'S ADMIN AND USER ACCOUNTS, INCLUDING ANY DATA STORED THROUGH SUCH ACCOUNTS. SUBSCRIBER ACCEPTS ALL RISKS OF UNAUTHORIZED ACCESS TO AND USE OF SUCH ACCOUNTS BY MEANS OF SUCH ACCESS CREDENTIALS. Subscriber will promptly notify ERI if it discovers or otherwise suspects compromise of such Access Credentials or any other security

breaches related to the Services. ERI reserves the right to refuse registration for or refuse or limit access to a Service account to anyone in ERI's sole discretion.

#### **4. The Occupational Assessor ("OA") - also called the enhanced Dictionary of Occupational Titles ("eDOT").**

**a) eDOT Disclaimer.** Subscriber acknowledges that (a) eDOT (including any software, data, reports, and the eDOT Skills Project) is designed for use by qualified, experienced job analysts and experts; (b) eDOT and Subscriber's use of eDOT is expressly subject to the "eDOT Disclaimer" posted

at <http://downloads.erieri.com/pdf/eDOTDisclaimer.pdf>; (c) Subscriber has reviewed and is familiar with the "eDOT Methodology" posted

at <http://downloads.erieri.com/pdf/eDOTMethod.pdf>; and (d) Subscriber is solely responsible and assumes all risk of loss and liability for Subscriber's evaluation, use, and application of eDOT, and any associated data, results, or analyses of eDOT. The eDOT Methodology, as it presently exists and as hereafter amended or modified, is also incorporated herein.

**b) Indemnification.** Subscriber shall hold harmless, defend, and indemnify ERI, its affiliates, and their respective employees, officers, directors, and representatives individually and/or in their employment/corporate capacity (each, an "Indemnified Party") against any and all claims, actions, proceedings, and/or lawsuits ("Claims") and all related liabilities, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by an Indemnified Party arising out of or relating to Subscriber's alleged or actual use of eDOT or other Service, including, but not limited to, any determinations made by Subscriber regarding (a) any person's right or ability to receive benefits associated with a workers' compensation or disability claim, (b) levels of compensation, or (c) comparable or transferable job skills.

**i. Procedure.** In the event of a Claim or Action brought by a party, the Indemnified Party shall do the following: (a) the Indemnified Party shall provide to the Subscriber written notice of any such Claim after Indemnified Party's receipt of notice of the Claim; (b) the Indemnified Party shall grant to Subscriber, and the Subscriber will have, the exclusive right to defend any such Claim and make monetary settlements thereof at Subscriber's discretion; (c) the Indemnified Party shall not settle or compromise such Claim, except with prior written consent of Subscriber; and (d) the Indemnified Party shall give, at Subscriber's expense, such assistance and information as Subscriber may reasonably require to settle or oppose such Claims. The Indemnified Party may participate in the defense or settlement of such Claim with its own choice of counsel.

**ii. Third Party Beneficiaries.** The parties intend that ERI and its affiliates and their respective employees, officers, directors, and representatives shall be express third-party beneficiaries to these indemnification provisions and shall have the right and ability to enforce its rights and remedies hereunder. These indemnification provisions are not otherwise intended to confer upon any person any other rights or remedies hereunder.



**iii. Continuation.** The provisions of these indemnification provisions survive and continue indefinitely beyond the expiration or termination of this Agreement or Subscriber's ERI Services license.

## **5. PARTICIPATION.**

Subscriber agrees to participate in ERI's survey database and eDOT Skills Project database. Such participation will include (i) providing feedback and changes to the Occupational Assessor ("OA") and (ii) inputting data that may change ERI's survey database or eDOT Skills Project database. Any feedback, comments, or data submitted to ERI shall become the exclusive property of ERI. ERI may refer to a Subscriber that has input data into its databases as a "Participant". ERI will maintain the privacy of Subscribers by representing the data of Subscribers only in an aggregated manner that will not enable third parties to ascertain information about the compensation practices of Subscriber. ERI may track and monitor Subscriber's use of OA, the Assessor Series, and other Services. ERI will collect, use, and share Subscriber data according to the [ERI Privacy Policy](#).

ERI will collect, use, and share Subscriber data according to the [ERI Privacy Policy](#).

## **6. COPYRIGHT; PROPRIETARY RIGHTS.**

**a) Reservation of Rights; Confidentiality.** Except for the limited license granted to Subscriber, ERI reserves all right, title, and interest to the Services. The Services, including without limitation all intellectual property rights therein and thereto, are and shall remain the exclusive property of ERI and its suppliers. Subscriber shall not take any action to jeopardize, limit, or interfere with ERI's ownership of and rights with respect to the Services and shall not take any action that reduces, or has the possibility of reducing, the value of the Services or intellectual property of ERI. Subscriber acknowledges that any unauthorized copying or unauthorized use of the Services is a breach of this Agreement. Subscriber agrees to keep confidential all information regarding or obtained through the Services (including any reports, data, analyses, and other content made available through the Services). Subscriber will not, and Subscriber will ensure its users do not, disclose such information to any third party and will prevent the unauthorized use or disclosure of such information.

**b) Proprietary Rights.** The Services are Copyright © 2020 ERI Economic Research Institute, Inc., all rights reserved. The Services are protected by United States and international copyright laws. The following are registered trademarks of ERI: the ERI Design and logo (2,625,034; 2,631,777; 2,663,200), ERIERI® (0796112), the Assessor Series® (2,590,310), the Geographic Assessor® (1,972,899), the Relocation Assessor® (1,974,948), the Salary Assessor® (1,974,949), the Executive Compensation Assessor® (2,622,695), the Occupational Assessor® (3,407,198), and ERI's Platform Library® (2,852,828). The Nonprofit Comparables Assessor™ is a trademark or service mark of ERI. Related software, systems and methods to these Services include Patent Nos. 6,862,596 and 7,647,322 with other Patents Pending, All Rights Reserved.

Some of the data utilized in ERI's products and services have been supplied to ERI by Morningstar, Inc., under a Distributor [License] Agreement, and Morningstar retains all proprietary rights in that data. Morningstar is solely responsible for such data and as to that data, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.

ERI Economic Research Institute is a licensed user of postal code and latitude and longitude data from the United States Postal Service (USPS). SEDAR data leased under Copyright, HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Industry, Statistics Canada. Canadian Postal Codes are based on crowdsourced data licensed from Geocoder.ca. Contains data adapted from Statistics Canada, 2016 Census Program. This does not constitute an endorsement by Statistics Canada of this product. Contains Ordnance Survey data © Crown copyright and database right 2020. Contains Royal Mail data © Royal Mail copyright and database right 2020. Contains National Statistics data © Crown copyright and database right 2020.

## **7. TECHNICAL SUPPORT.**

Upon purchase of the Service, Subscriber may contact ERI regarding the use of the Service. To receive technical support, Subscriber's identity and license rights must be confirmed. The Services have been designed to operate through certain versions of Internet web browsers. ERI shall have no responsibility for use of the Services in conjunction with browser software with which the Services have not been designed to be compatible.

## **8. DISCLAIMERS.**

**a) Third-Party Web Sites.** ERI makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of third-party Web sites accessible by hyperlink from or through any of the Services. ERI provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by ERI of the site or any information contained therein. When you link to a third party's site, ERI's terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third party Web site. U.S. Government Forms provided (including IRS Forms 990s, 990PFs, and 990EZs) are provided under the Freedom of Information Act, which is relied upon by ERI in its reproduction of these forms for subscribers' review through the Services.

**b) No Professional Advice.** The Services are designed to provide accurate and authoritative information in regard to the subject matter covered. The Services are provided with the understanding that ERI is not engaged in rendering legal, accounting, or other professional services. If legal advice or other professional assistance is required, the services of a competent professional should be sought. (Adapted from a Declaration of Principles jointly adopted by a Committee of the American Bar Association and a Committee of Publishers and Associations).

**c) Disclaimer of Warranties.** THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY ERI, EITHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE RELATED TO ANY SERVICE OR DATA THEREIN. ERI FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES (INCLUDING ANY DATA CONTAINED THEREIN) WILL MEET ALL OF SUBSCRIBER'S REQUIREMENTS OR ALWAYS BE AVAILABLE,



ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORM THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

#### **9. LIMITATION OF LIABILITY.**

SUBSCRIBER ASSUMES ALL RISK ASSOCIATED WITH USE OF THE SERVICES. IN NO EVENT SHALL ERI BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE [WHETHER ACTIVE, PASSIVE, OR IMPUTED], PRODUCT LIABILITY OR STRICT LIABILITY), OR OTHER THEORY, FOR COVER OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF INCOME, PROFITS OR DATA, BUSINESS INTERRUPTION, COMPUTER FAILURE, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE ANY OF THE SERVICES, EVEN IF ERI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ERI AND ITS AFFILIATES' CUMULATIVE LIABILITY TO SUBSCRIBER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY SUBSCRIBER FOR THE USE OF THE SERVICES. SUBSCRIBER HEREBY RELEASES ERI AND ITS AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS AND THE FOREGOING PARAGRAPH MAY NOT APPLY TO SUBSCRIBER.

#### **10. GENERAL TERMS.**

**a) Export Controls.** The Services may contain U.S. original technical data, and thus may be subject to U.S. export controls. Subscriber is responsible for complying with all applicable laws, foreign or domestic, applicable to the importation or export of the Service.

**b) Choice of Law; Venue; Attorneys Fees.** This Agreement shall be governed and interpreted by the laws of the State of Illinois without regard to conflict of law rules. Subscriber hereby consents to the exclusive jurisdiction of the state and federal courts located in DuPage County, Illinois, for any disputes arising out of or relating to this Agreement. Subscriber will not commence or prosecute any action, suit, proceeding, or claim arising under or by reason of this Agreement other than in the courts specified in the previous sentence. The parties hereto exclude the United Nations Convention on Contracts for the International Sale of Goods from this Agreement and any transaction between them that may be implemented in connection with this Agreement. The prevailing party in any action shall be entitled to recover reasonable attorneys' fees and actual cost disbursements.

**c) Injunctive Relief.** Subscriber agrees that a breach of the provisions of this Agreement by Subscriber may cause irreparable damage for which recovery of

monetary damages would be inadequate and that ERI may seek and shall have the right to injunctive relief or other equitable relief to protect its intellectual property rights and other rights under this Agreement, in addition to any and all remedies available at law.

**d) Amendment; Waiver.** ERI may amend the terms of this Agreement at any time by providing Subscriber written notice (which may be given by e-mail). In the event that Subscriber does not agree to such amendment, it may terminate this Agreement by providing ERI written notice within fifteen (15) days of ERI's notice of amendment. Subscriber shall be deemed to accept an amendment if Subscriber does not so terminate within such 15-day period. The failure of ERI at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same unless the same is waived in writing.

**e) Force Majeure.** ERI will not be liable for any nonperformance, delay, error, or other loss caused by any event or conditions that are beyond ERI's reasonable control, including, without limitation, any nonperformance, delay, error, or other loss caused by any act of God, war, strike or other labor unrest, civil disturbance, interruption or outages of utilities or Internet networks, or other interruption beyond the reasonable control of ERI to provide the Services or otherwise perform under this Agreement.

**f) Assignment.** This Agreement is personal to Subscriber and may not be assigned by Subscriber, by operation of law or otherwise, without the prior written consent of ERI. Any attempted assignment by Subscriber without such consent will be void. ERI may not assign this agreement to any acquirer, affiliate, or successor entity, without the prior written consent of Subscriber; such entity agrees to perform any obligations of ERI under this Agreement. Any attempted assignment by ERI without such consent will be void. Consent of assignment will not be unreasonably withheld by either party.

**g) Customer/Vendor References.** ERI or the Subscriber may include the name and logo of the other party in materials listing its customers or vendors in a manner no more prominent than that of other similarly situated customers or vendors and in accordance with the other party's standard use guidelines.

**h) Entire Agreement.** The terms set forth in this Agreement constitute the final, complete, and exclusive agreement with respect to the Services and may not be contradicted, explained, or supplemented by evidence of any prior agreement, any contemporaneous oral agreement, or any additional terms. Should any term or provision hereof be deemed invalid, void, or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect.

For answers to any questions concerning this Agreement, please contact ERI:

ERI Economic Research Institute, Inc.  
111 Academy Dr.  
Suite 270  
Irvine, CA 92617  
USA

or call: ERI - North America: (800) 627-3697

or e-mail: [info.eri@erieri.com](mailto:info.eri@erieri.com)

or visit: <http://www.erieri.com>

Form Date: 11/27/2019

**ERI Economic Research Institute, Inc.**

By: 

Name (printed): Steven Beckers

Its: Controller

Date: 05/07/2020

**College of DuPage**

By:

Name (printed):

Its:

Date

**Bill To:****College of DuPage**

College of DuPage Accounts Payable  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

Accounts Payable, SRC2049  
Phone: 630-942-2228  
Fax: 630-858-9078

**PURCHASE ORDER**

369680

Page: 1

Release Method: Hard Copy

Release Date: 05/14/2020

Created Date: 05/14/2020

**\* Confirming Purchase Order \*****Vendor:**

1208880  
ERI Economic Research Institute Inc.  
Attn: Survey Department  
P.o. Box 3524  
Seattle, WA 98124-3524  
Attn: katherine Stewart  
  
Phone: 877-210-6563  
Fax:

**Ship To:**

College of DuPage Shipping & Receiving  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

Purchasing, Manager

Phone: 630-942-2238

Fax: 630-942-2417

Deliver To: Duffey, Mary Jo

PO Created By: Dando, Anne Marie

**Purchase Order Comments:**

Requisition Number(s): 680252

Requisitioner Name(s): Mary Jo Duffey

#	Vendor Item	QTY	UOM	Description	Unit Price	Total Price
1		1	Each	Annual Survey for Compensation Team-HR	\$3,489.00	\$3,489.00
Deliver To: Duffey, Mary Jo						
Sub Total: \$						3,489.00
Total: \$						3,489.00

**Account Code Summary**

Account Code	Account Description	Amount
01-80-00797-5406001		\$3,489.00

**Terms and Conditions:**

1. F.O.B. DESTINATION unless otherwise indicated under Purchase Order Comments.
2. College of DuPage will only accept electronic invoices, which can be in any format, including but not limited to PDF, Word, Excel. Invoices must reference the COD Purchase Order Number. Invoices are to be emailed to [invoicing@cod.edu](mailto:invoicing@cod.edu). Questions about payment status or other inquiries, please email [acctpay@cod.edu](mailto:acctpay@cod.edu) or call 630-942-2228.
3. All payments are processed via ACH transfer on a weekly basis. You are strongly encouraged to set up your ACH account upon receipt of this PO to avoid unnecessary payment delays. A letter will be sent to you under separate cover which outlines the set-up instructions, your log-in, and temporary password. Invoices must be received in an electronic format at least three weeks prior to the due date and are to be emailed to [invoicing@cod.edu](mailto:invoicing@cod.edu). Paper checks are issued once-a-month. A paper check will be issued to foreign vendors that are not eligible for ACH transfer.
4. All invoices must be provided to the College for services rendered directly to the College. Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices to the Contractor, in accordance with the Local Government Prompt Payment Act.
5. All solicitations must be directed to the Purchasing Department. Any vendor selling directly to any faculty or staff member, without prior authorization from the Purchasing Department will be removed from our vendor list.
6. College of DuPage is exempt from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax. The College's Tax Exemption Identification Number is E9997-3391-06.
7. If unable to ship and/or deliver as required, advise the Purchasing Department immediately with full details at 630-942-2217.
8. All packages shall clearly indicate the purchase order number and contain a packing list of all contents with itemized descriptions.
9. All shipments are accepted subject to inspection and approval by College of DuPage.
10. Any company/organization to be awarded a contract for goods and/or services must be in compliance with the fair employment practice act and all rules & regulations thereunder.
11. Suppliers are required to comply with executive orders 11246, 11375, The Rehabilitation Act of 1973, and the Vietnam Readjustment Act of 1974.

**Bill To:****College of DuPage**

College of DuPage Accounts Payable  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

Accounts Payable, SRC2049  
Phone: 630-942-2228  
Fax: 630-858-9078

**PURCHASE ORDER**

369680

**Page:** 2**Release Method:** Hard Copy**Release Date:** 05/14/2020**Created Date:** 05/14/2020**\* Confirming Purchase Order \***

12. All contracts for construction work are subject to the provisions of 820 ILCS 130, ch. 48, Par. 39s-1 through 39s-12, providing for payment of the prevailing rate of wages to laborers, workmen & mechanics. Contractor shall submit to the College, monthly certified payroll records for all workers and sub-contractors utilized for the project.

## CONTRACT APPROVAL COVER SHEET

Contract Name: ERI/Economic Research Institute Salary Assessor

Requesting Department: Human Resources Date Initiated: 04/23/2020

Contact Name: Beth O'Brien Phone: 630-942-2427

Email Address: obrienb102@cod.edu

Vendor Name: Economic Research Institute Phone: (800) 627-3697

Vendor Contact: Berica A. Escobar Email: Berica.Escobar@erieri.com

Total Contract: \$ 3489.00 Contract Dates: Start: 04/23/2020

FY Budget \$ 4318.00 End: 04/18/2021

Vendor 1: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Vendor 2: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Vendor 3: Name \_\_\_\_\_

Contract Purpose: Annual update and access to necessary compensation market benchmarking data.

Contract Type: ☐ Independent Contractor ☐ Service Agreement ☐ Lease

☐ Construction ☒ Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? ☒ Yes ☐ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (see page 2) ☐ Yes

*I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.*

Print
Sign


Requester: Mary Jo Duffey

Budget Mgr.: Beth O'Brien

Dept. Adm.: Beth O'Brien

*Mary Jo Duffey*

*Elizabeth L O'Brien*

*Elizabeth L O'Brien* 

Submit to Purchasing in Berg Instructional Center (BIC), Room 1540 or email to [purchasing@cod.edu](mailto:purchasing@cod.edu).

Purchasing Dept. Use Only

Comments

**REVIEWED**
*By Lisa Erl at 4:40 pm, May 11, 2020*

Approval Initials



## CONTRACT APPROVAL COVER SHEET (Instructions)

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administration. This form must be completed in full and submitted with all contracts that require a signature.

Submit the contract, along with this form and all required support documents as outlined below, to Purchasing in the Berg Instructional Center (BIC), Room 1540 or via email at [purchasing@cod.edu](mailto:purchasing@cod.edu). Purchasing will review all documents, and, if appropriate, will forward to the Vice President, Administration for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation:

- ☒ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
- ☐ 2. Contract value between \$5,000 and \$14,999: minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or an attached sheet.
- ☐ 3. Contract value between \$15,000 and \$24,999: minimum of three (3) written quotes.
- ☐ 4. Contract value of \$25,000 or greater: bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
- ☐ 5. Contracts submitted as sole source: full justification of sole source and letter from the vendor confirming they are the only source of the product/service.
- ☐ 6. If vendor will be providing a service on campus a Certificate of Insurance is required. For additional information contact Risk Manager.

**Upon signature, the original contract will be returned to the requester. It is the responsibility of the requester to forward all fully executed contracts/agreements, no matter the dollar amount, to the Purchasing Department by emailing to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu) for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s). Once fully executed, requester will scan a copy of the complete contract and email to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu).**

**A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.**