



TOWNSHIP HIGH SCHOOL DISTRICT 113

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE OF PURCHASE ORDER: A Purchase Order has been provided by the Board of Education of Township High School District 113 ("District") for immediate acceptance by the Vendor providing the goods or services specified in the Purchase Order, Vendor accepts all terms contained in the Purchase Order and this Purchase Order Terms and Conditions.

MODIFICATION: Any substitutions or alterations of any kind or changes in the price of merchandise must receive prior District approval.

NO DISCRIMINATION: Vendor shall not discriminate against or intimidate any employee or other person on account of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry or national origin or Vietnam-era or any other veteran status.

CONFLICT OF INTEREST: Vendor, for itself and its principals, officers, employees and subcontractors, covenants, represents and warrants that none of them have any public or private interest which conflicts, may conflict or appears to conflict in any manner with its duties under this contract. Conflicts include the use of any public authority, office or employment or any confidential information received from any public office or employment for the private pecuniary benefit of the contractor or any of the foregoing. Vendor shall disclose to the District all interests that may constitute a conflict.

TERMINATION FOR CONVENIENCE: District may terminate the Purchase Order for its convenience, on written notice to the Vendor, at any time, without penalty, cost or liability to District. Vendor shall be entitled to payment for any Goods delivered before the effective date of termination, or its actual and reasonable costs incurred in the performance of the Purchase Order up to the date termination takes effect.

TRANSPORTATION CHARGES: Transportation expense for all shipments shall be prepaid to destination. Merchandise shipped by freight or express will be packed, marked, and described to obtain the lowest rate possible under freight or express classifications.

UNAVOIDABLE DELAY: If the Vendor is delayed in the delivery of goods purchased under the Purchase Order by a cause beyond its control, Vendor must immediately, upon receiving knowledge of such delay, give written notice to the District of the earliest shipping date.

QUANTITY: Quantities furnished in excess of those specified in the Purchase Order will not be accepted.

INSPECTION: Materials or equipment purchased are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items that are not in accordance with the Purchase Order, instructions, specifications, drawings or data of Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.

WARRANTY: The Vendor warrants that all goods and services furnished hereunder will conform in all respects to the terms of the Purchase Order, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and defects in design. In addition, Vendor warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in the Purchase Order. The District may return any nonconforming or defective items to the Vendor or require collection or replacement of the item at the time the defect is discovered, all at the Vendor's risk and expense. Acceptance shall not relieve the Vendor of its warranty responsibility. Vendor agrees that the foregoing warranties shall survive acceptance of the goods and services, and that said warranties shall be in addition to any warranties of additional scope given to the District by the Vendor. Vendor shall, at its sole cost and expense, promptly repair or replace to the District's complete satisfaction all goods/services received for a period of one (1) year from date of acceptance, unless the Purchase Order requires a greater warranty period.

PAYMENT: Invoices must be mailed or emailed to the District, as specified on the Purchase Order. All prices on invoices must be F.O.B. Destination. Payments shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, or the Vendor's invoice, whichever are more favorable to the District and payment date therefore shall be calculated from the receipt of invoice or receipt or final acceptance of the goods, whichever is later. Payment is subject to any applicable District policies, and Board approval of invoices and disbursements.

TAXES: The District is exempt from all federal and state taxes under exemption number E9956276, expiration 03/01/2025. The amounts to be paid to Vendor are inclusive of all other taxes that may be levied, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.

INSURANCE: Vendor shall procure and maintain in full force and effect, at its expense, products liability, completed operations, and other insurance which is customary for similar vendors in the industry and acceptable to the District. Vendor shall provide the District with proof of insurance, in a form and in amounts that are acceptable to the District and in compliance with applicable law.

INDEMNIFICATION: To the fullest extent permitted by law, Vendor agrees to defend, pay on behalf of, indemnify, and hold harmless the District, its individual Board members, employees, agents, and volunteers from and against any and all damages, liabilities, claims, demands, suits, or loss, including all costs connected therewith (including attorneys' fees and court costs), by reason of personal injury, including bodily injury or death or property damage, including loss of use thereof, which arises out of or is in any way connected or associated the goods or services provided by Vendor or Vendor's breach of the Purchase Order.

PREVAILING WAGE: Vendor shall perform its services in compliance with all applicable laws, ordinances rules, regulations and codes, including but not limited to the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. The Vendor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this purchase order, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820ILCS 130/1-12). The Vendor acknowledges that at the time of contracting it is familiar with the Illinois Prevailing Wage Act. The Vendor also agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the District against any claims brought by any employee or the Illinois Department of Labor arising out of the scope of its

contract with the District for violations of this Act. The Department of Labor revises the prevailing rate of wages periodically and such revisions are available on the Department of Labor's official website. The Vendor should regularly review the Department of Labor's official website to determine if the prevailing rate of wages that the Vendor is required to pay on this project have changed since the Vendor last reviewed the prevailing rate of wages. Moreover, the Vendor shall ensure that each subcontract it awards shall contain specific language therein requiring each subcontractor to pay not less than the applicable prevailing wage to all laborers, workers and mechanics performing work pursuant to the Purchase Order.

APPLICABLE LAW; VENUE: Purchase Order shall be construed and enforced under the law of the State of Illinois and without the aid of any canon, custom or law requiring construction against the draftsman. In the event that the parties cannot amicably resolve any dispute and a party resorts to legal action, the parties must file suit in state or federal court in Lake County, Illinois.

CRIMINAL BACKGROUND CHECKS: The Vendor represents and warrants that none of its employees or employees of any of its subcontractors performing work under the Purchase Order are prohibited by law from being present on school and/or public property, due to any criminal conviction or other reason.

FREEDOM OF INFORMATION ACT COMPLIANCE: The District is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Vendor to the District may be subject to disclosure to third parties in accordance with FOIA. The District reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Vendor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the District, the Vendor agrees to cooperate with the District, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the District that directly relate to the governmental function that the Vendor has been engaged to perform on behalf of the District.

BID RIGGING AND BID ROTATING: As required by the Criminal Code, 720 ILCS § 5/33E-11, by accepting the Purchase Order, the Vendor certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the Criminal Code. Vendor agrees that if this certification is false, the District may declare the Purchase Order void. Vendor further certifies that it will provide a drug free workplace as required by the Illinois Drug Free Workplace Act, 30 ILCS §§ 580/1 et seq. If applicable, Vendor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act, 35 §§ ILCS 105/1 et seq., regardless of whether Vendor is a retailer maintaining a place of business within this State" as defined in Section 2 of the Use Tax.