



PURCHASE ORDER STATEMENT

ACCEPTANCE OF PURCHASE ORDER. A Purchase Order is provided for immediate acceptance by the Vendor. Unless promptly notified to the contrary, Prospect Heights School District 23 (the "District") will assume the Vendor's acceptance and will make delivery as specified. 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

ENTIRE AGREEMENT. All specifications, drawings, and data submitted to the Vendor with this order or the solicitation for this order are hereby incorporated herein and made a part hereof. This purchase order contains the entire agreement of the parties.

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

TRANSPORTATION CHARGES. Transportation expenses 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 purchasing agent 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 which are not in accordance with the 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 this 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 this 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.

PAYMENT. 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 District Policy and Board approval of invoices and disbursements.

TAXES. The District is exempt from all federal and state taxes under exemption number E899978520. 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, product liability, completed operations, and other insurance which is customary for similar vendors in the industry and acceptable to the District.

LIABILITY. The Vendor shall be liable for all damages incurred while in performance of its services for the District. The Vendor assumes full responsibility for the work to be performed hereunder, and hereby defends, holds harmless, indemnifies, releases, relinquishes and discharges the District, its officers, agents and employees, from all claims, demands and causes of action of every kind and character including the cost of defense thereof, for any injury to including death of any person whether that person be a third person, contractor or an employee of the Vendor or the District, and any loss of or damage to property of the Vendor, the District, or a third party, caused by or alleged to be caused by, arising out of or in connection with the Vendor's services to the District, whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

PREVAILING WAGE. 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, and that it accepts sole responsibility for determining whether the Act is applicable to its contract with the District. 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.

TOXIC SUBSTANCE. The Vendor must comply with the Toxic Substance Act (PA83- 240a). This Act requires that a Material Safety Data Sheet be provided for any product containing one or more toxic substances covered in this Act. The MSDS shall accompany delivery or have been submitted prior to delivery. Payment to the vendor will not be made until MSDS is provided.