

COMMUNITY UNIT SCHOOL DISTRICT NO. 300
2605 BUNKER HILL DRIVE
ALGONQUIN, IL 60102
847-551-8460
TERMS AND CONDITIONS

1. **Revocable Offer** - Buyer reserves the right to revoke this offer at any time prior to acceptance by Seller.
2. **Manager of Acceptance** - This offer shall become a binding contract upon the terms set forth herein when accepted either by Seller's acknowledgment of this Purchase Order or by Seller's shipment to Buyer of all or any part of the goods covered by this Purchase Order.
3. **Rejection and Return of Goods** - All goods received by Buyer pursuant to this Purchase Order shall be subject to inspection and approval of Buyer. All goods tendered by Seller hereunder which are not fully up to standard and not in compliance with the specifications hereof or shipped contrary to instruction or delivery date (if any specified on face hereof) may be rejected by Buyer at Seller's expense at delivery or within a reasonable time thereof. In the event of rejection by Buyer of all or a portion of the goods, Buyer may charge Seller all expense of unpacking, examining, repacking, storing and reshipping of goods.
4. **Delivery** - The goods shall be delivered to the location(s) specified by the Buyer on the face hereof unless Seller is directed otherwise in writing by Buyer. Goods are to be shipped prepaid to the place set forth on the face hereof. Seller will arrange transportation of the goods to Buyer unless notified to the contrary by Buyer on the face hereof or otherwise. Any documents necessary to enable Buyer to obtain the goods from the carrier when tendered will be delivered to Buyer prior to tender.
5. **Invoicing** - Must be issue exactly as stated on the purchase order to insure prompt payment. Any price increase must be pre-approved by the purchasing department prior to shipment of goods or services rendered. Invoices can be email to accounts.payable@d300.org
6. **Seller Warranties** - Seller warrants as follows:
 - a. It has title to the goods and they are not subject to a security interest, lien, or other encumbrance. The goods shall be delivered free of the rightful claim of any third person by way of infringement of any patent, trademark, trade secret, copyright, or the like, or any unauthorized or improper use of proprietary or technical information.
 - b. **Indemnification** - Seller shall protect, defend, indemnify, save and keep harmless Buyer from and against any and all claims, liability, loss, costs, damage, penalties, charges and expenses, including but not limited to attorneys fees and expenses of investigation and/or litigation arising out of any breach by Seller of these terms and conditions.
 - c. Seller shall have written sexual harassment policies as set forth in the Illinois Human Rights Act 775 ILCS 5/2-105(A)(4) as defined in 5/2-101(E) - (copies available).
7. **Illinois Retailer Occupational Tax Act** - Seller is exempt from the provisions of the Illinois Retailers Occupational Tax Act, 35 ILCS 120.
8. **Miscellaneous** –
 - a. Reference in this Purchase Order to Seller's quotation does not constitute acceptance of any terms, conditions or warranties contained in such quotation. In the event of a conflict between the terms contained in this Purchase Order shall govern.
 - b. This Purchase Order constitutes the entire contract between Buyer and Seller and exclusively determines the rights and obligations of said parties; any oral undertakings, prior to course of dealing, custom, usage of trade or course of performance between Buyer and Seller shall not be binding on the parties.
 - c. The Buyer reserves the right to cancel and terminate this Purchase Order at any time in its sole discretion by the giving of written notice to Seller, effective upon receipt by Seller, except that goods in process of manufacture on such effective date shall be completed and shipped to Buyer in accordance with the terms and conditions of this Purchase Order.
9. **Vendor/Contractor Conflict of Interest**
Any vendor or contractor doing \$5,000 - \$25,000 in business with the District within a fiscal year shall not contribute to any political campaign that directly affects the District while doing business for the District or for a period of two years after completion of business with the District. Further, the District will not enter into significant business with a vendor or contractor that has contributed to a political campaign that directly affects the District within two years prior to commencing business. Any vendor or contractor that participates and is awarded a contract through the competitive bidding process is exempt from this policy. Political campaigns that directly affect the District shall be defined as: • School Board Election • Tax or bond referendum

Anyone violating this provision could be subject to having their contract terminated at the sole discretion of the Board of Education.

LEGAL REF.: 105 ILCS 5/10-20.19c, 5/10-20.21, 510-22.34c, and 5/19b-1 Et seq. 820 ILCS 130/0.01 et seq. REVISED: August 10, 2009

10. **Compliance with the Illinois Prevailing Wage Act**

It shall be mandatory upon the bidder and upon any subcontractor thereof to pay all laborers, workmen, and mechanics employed by them not less than the general prevailing rate of wages as found by the District or Department of Labor for each craft or type of worker or mechanic needed to execute the contract and the general prevailing rate for legal holiday and overtime work as ascertained by the Illinois Department of Labor. The prevailing wage rates are revised by the Department of Labor periodically and are available on its website. The bidder shall comply with all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, applicable to the work. Payment of any bidder shall not be processed without receipt of certified employee records required by 820 ILCS 130/5