

THIS PURCHASE ORDER IS ISSUED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. DEFINITIONS: The term "District" means Waukegan Public Schools District 60. "Buyer" means authorized personnel from the Purchasing Department and "Vendor" or "Contractor" means person, firm or corporation from which the goods or services are ordered.
2. This order constitutes the entire contract with reference to its subject matter, and shall not be altered, amended, supplemented or cancelled without Buyer's approval.
3. SHIPPING AND DELIVERY: If Vendor cannot ship the order without delay, Vendor shall notify Buyer and establish a mutually acceptable delivery date. In the event of Vendor's failure to deliver as agreed, Buyer reserves the right to cancel the order or any part of it without prejudice to its other rights, and Vendor agrees that Buyer may return part or all of any shipment so made and may charge for any loss or expense sustained as a result of such failure to deliver.
4. SAFETY REQUIREMENTS: All materials, equipment and supplies must meet all Federal, State, and local requirements regarding Health and Safety. All shipments of hazardous and toxic material must include Material Data Safety Sheets (MSDS), which shall be sent to the Purchasing Department referencing the Purchase Order Number.
5. HOLD HARMLESS PROVISION: The Vendor shall hold the District harmless and at the District's request defend from any or all damages, liability, costs, judgments or obligations arising out of death, injuries or damage to any person or property resulting from or in any way arising from the negligence of Vendor or its employees or connected with the performance or failure to perform this contract by the Vendor, its officers, its employees, subcontractors or agencies.
6. INSPECTION AND ACCEPTANCE: All products or materials furnished by Vendor under this contract are guaranteed free from fault design and workmanship. If upon inspection any item is found defective or of inferior quality, Buyer may return such item to Vendor at Vendor's expense. Payment for item prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective item. Vendor shall reimburse Buyer for any amount paid to Vendor for such returned item.
7. AUTHORIZATION: District will not, in any manner, be responsible for goods delivered or services on its account unless duly authorized by a formal written purchase order.
8. INVOICING: Invoice must be itemized referencing purchase order number, description of goods or services, quantity, unit, price and extension. An itemized packing list must be included with each shipment. Freight bills are required on F.O.B. Shipping Point orders. District will not accept partial deliveries unless otherwise specified or agreed to in writing. The District may normally require up to sixty days following receipt of invoice to effect payment without assessment of penalty or late fees (501LCS 505/1 ).
9. CANCELLATION: This purchase order is subject to cancellation by Buyer without cause with 30 days written notice or with cause immediately.
10. INSURANCE REQUIREMENT: All vendors performing work for the District will maintain: a) a comprehensive auto insurance policy covering all vehicles operated by Vendor, its employees and agents with a combined single limit of not less than \$500,000.00 for each occurrence of bodily injury or

property damage; and b) Worker's Compensation Insurance of not less than \$500,000.00 for accident, disease or aggregate liability.

11. THE DISTRICT ADHERES TO AND REQUIRES THAT VENDOR COMPLY WITH STATE AND FEDERAL LAWS THAT PROHIBIT DISCRIMINATION BECAUSE OF RACE, AGE, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, SEXUAL ORIENTATION, POLITICAL AFFILIATION OR BELIEF.

12. PREVAILING WAGE ACT: If this Purchase Order involves maintenance, repair, assembly or disassembly work on equipment, or the construction or demolition of public or fixed works being performed or installed on public property and involving laborers, workers or mechanics, then this order is subject to the Illinois Prevailing Wage Act. The Vendor must check with Buyer to obtain the Owner's current determination of prevailing wages and information on other pertinent requirements, such as the duty to provide certified payroll reports, pay records and earning statements as proof of compliance.

13. SHORT TERM WORKER ACKNOWLEDGEMENT: The District will inform all short term workers, (Utility Workers. Exterminators. Renovation Contractors, Information Technology Workers, etc.) as to the presence of asbestos-containing materials located within the school buildings where their work will be performed. All short term workers will be provided with the information pertaining to six month surveillances, three year re-inspections, building inspections and management plan documents which relates to the school building where the work is to be performed. These documents are located at each school as well as the Operations Center at 215 Edison Court. Waukegan, IL. 60085. The vendor shall provide a signed 'Short Term Worker Acknowledgement Form' before this purchase order is issued.

14. CERTIFICATIONS: In the performance of its work. Vendor certifies that it will comply with the Owner's requirements for an alcohol, drug and tobacco-free work site. Further, the Vendor and its employees will have no contact with students and will maintain appropriate dress and identification while school is in session. The Vendor certifies that it maintains a sexual harassment policy and that it is eligible for public work under the provisions of 720 ILCS 5/33E-11 and the Illinois Drug-Free Workplace Act.