

Dr. Bruce Law  
*Superintendent  
of Schools*

Pamela Bylsma  
*Assistant Superintendent  
for Academics*

Tammy Prentiss  
*Assistant Superintendent  
for Student Services*

Domenico Maniscalco  
*Chief Human  
Resources Officer*

Bill Eagan  
*Chief Financial  
Officer*

July 2015

**Dear District 86 Vendor:**

As you may be aware, we are transitioning our business office to be more effective with our purchasing and control of our assets.

As part of this transition we have established a purchasing department that will make final determination on all purchase orders.

Effective immediately, a purchase order is **required** in order for goods and services to be paid.

The only **exception** to the **NO PO NO PAY rule** will be in emergency situations and written authorization must be received from the District 86 Superintendent or Chief Financial Officer.

Purchase order requirements follow and if you have any questions you may contact our Purchasing Supervisor, Tina Snyder, CPPB, via email: [msnyder@hinsdale86.org](mailto:msnyder@hinsdale86.org) or via phone 630-570-8003.

I appreciate your support of our efforts and look forward to continuing our mutually beneficial relationship.

Best Regards,



William B. Eagan III, CPA, CMA  
Chief Financial Officer  
Hinsdale Township District 86  
Email: [WEagan@hinsdale86.org](mailto:WEagan@hinsdale86.org)  
Phone: 630-655-6105

## **PURCHASE ORDER REQUIREMENTS**

Suppliers are advised that only District 86 purchasing agents/buyers have the authority to make contractual commitments with suppliers. Suppliers who proceed without a Purchase Order from the authorized purchasing personnel risk non-payment and may further jeopardize their ability to be considered for future business opportunities.

All acquired by District 86 will be processed on a Purchase Order. Verbal authorizations are not allowed. Do not proceed until a purchase order is generated. The purchase order will when applicable state part numbers, revisions, prices, quantities, quality and services and other requirements that govern the purchase and supply of the services.

Blanket Purchase orders will be issued and identified via the verbiage in the purchase order. Blanket Purchase orders will be bound by a time frame listed and no longer than one (1) year from date of issuance.

All quotations from Suppliers must include any additional costs such as delivery, packaging to supply the item or service.

With regard to prices, District 86 requires that all supplier invoice prices match District 86 purchase order prices exactly, to ensure timely processing. To achieve this, any price change must be documented by the issuance of a corrected purchase order, which defines what we understand as the agreed price. Invoices that do not match will be returned to the supplier.

Payment terms will apply when we receive a conforming invoice.

We expect Suppliers to do a thorough Contract Review before accepting our Purchase Orders. By fulfilling our Purchase Orders, you agree to the Terms and Conditions herein. Our additional Purchase Order Terms and Conditions are as follows:

1. Invoices shall be processed only after Order has been received in good working order.
2. Purchase Order Number MUST appear on all Invoices, Packages, Packing Slips, Bills of Lading and correspondence.
3. Shipping and Billing –
  - (a) All material shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost, and no additional charge shall be made to District 86 unless otherwise stated herein.
  - (b) All prices must be F. O. B. destination. If completed deliveries are not made at the time agreed the District reserves the right to cancel or purchase elsewhere and hold vendor accountable. If delivery dates cannot be met Vendor agrees to advise the District in writing of the earliest possible shipping date for acceptance by the District.
4. Incorrect Counts - District 86, after counting material received from Supplier, will advise Supplier of any discrepancies and, if any, will return Supplier's invoice for correction. District 86 will apply the usual discount period upon receipt of the corrected invoice. District 86 may, at its

option, issue a Debit Memorandum for the difference in count, when Supplier's invoice has been previously accepted prior to receipt of the material.

5. Warranty - Supplier expressly warrants that all the material and work covered by the Purchase Order will conform to the specifications, drawings, samples or other description furnished, adopted or specified by District 86, and will be merchantable, of good material and workmanship and free of defects (whether patent or latent). Supplier expressly warrants that at the date of delivery, it will have good title to any and all goods supplied, free and clear of any and all liens and encumbrances. Supplier expressly warrants that all the material covered by the Purchase Order which is the product of Supplier or is in accordance with Supplier's specifications, will be merchantable and fit and sufficient for the purposes intended. The Supplier agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties of additional scope given to District 86 by the Supplier.
6. Defective Goods - All material shall be received subject to District 86's right of inspection. Any material which fails to meet the warranties, or which is otherwise defective or not in accordance with District 86's specifications, will be held for Supplier's instructions and at Supplier's risk. District 86 may return such goods to Supplier at Supplier's risk, and all transportation charges, both to and from the original destination as well as any repacking charges, shall be paid by Supplier. At District 86's discretion, whole or partial non-conforming orders may be reworked or accepted by District 86. Rework charges will be debited from the Supplier's invoice. In no event shall payment for such material prior to inspection constitute an acceptance thereof; such payment shall be without prejudice to any and all claims that District 86 may have against Supplier by District 86 on other than a charge basis shall be held by Supplier as upon consignment, and upon the completion or termination of the Purchase Order shall be returned to District 86 or otherwise satisfactorily accounted for. Unless otherwise agreed in writing, Supplier, at its expense, shall insure all such items for the reasonable value thereof against loss or damage of any kind. Any such materials not so accounted for or returned, at District 86's option, shall be paid for by Supplier.
7. Remedies - The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach, or of such provisions.
8. Payment - Any applicable cash discount period shall date from the receipt of the goods or from the date of the invoice, whichever is later. C.O.D. shipments will not be accepted. The District shall pay all invoices pursuant to 50 ILCS 505 "Local Government Prompt Payment Act."
9. Price - If price is not stated in this Purchase Order, it is agreed that the goods shall be billed at the price last quoted, or at the prevailing market price, whichever is lower. An Order shall not be filled at a higher price than last quoted or charged without District 86's specific written authorization.
10. Tax Exemption-The District is tax exempt, ID E9997-3014-06.
11. Prevailing Wage-It shall be the responsibility of the Vendor to comply, when applicable, with the Illinois Prevailing Wage Act 820 ILCS 130/01 et seq. It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the Illinois Department of Labor for any increase in rates during the project and adjust wage rates accordingly.
12. Indemnification: Supplier shall indemnify, defend, and hold harmless the District 86 Board of Education and its members, officers, employees and agents from and against any and all liabilities, losses, penalties, damages, and expenses of every kind, nature and character, including

costs and attorney fees, and any and all claims, liens, damages, obligations, suits, actions, judgments, settlements, or causes of action of any kind, nature or character, in connection with or arising out of the acts or omissions of Supplier under this agreement.

13. Compliance with Laws: The Supplier certifies that in performing this contract they will comply with all applicable provisions of the federal, state and local laws regulations rules and orders.
14. Material Safety Data Sheets: Proper Material Safety Data Sheets, in compliance with OSHA's Hazard communication standard, must be provide by the vendor to the District at the time of delivery.
15. Required Certifications: Supplier certifies that its officers, employees, and agents are not barred from bidding and entering into an agreement with District 86 as a result of a violation of the bid rigging or bid rotating provisions of the *Criminal Code* (720 ILCS 5/33E-3, 33E-4) or otherwise under the *School Code* (105 ILCS 5/10-20.21). The Supplier acknowledges that District 86 may declare the agreement void if it finds this certification is false. The Supplier also certifies that it and all its affiliates will 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 the Supplier or its affiliate is a "retailer maintaining a place of business within this State" as defined in Section 2 of the *Use Tax Act* (35 ILCS 105/2). The Supplier further certifies that it will provide a drug free workplace to the extent required by the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*). Supplier acknowledges that it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools. Any of Supplier's employees having direct, daily contact with pupils must undergo criminal background checks to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS 5/10-21.9. agrees to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Supplier further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et. seq.*, and rules and regulations promulgated thereunder. The following provisions are included in this Contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Supplier shall be required to comply with these provisions only if and to the extent they are applicable under the law. As required by Illinois law, in the event of the Supplier's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Supplier may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Supplier agrees as follows:
  - A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will

examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Supplier's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Supplier in its efforts to comply with such Act and Rules, the Supplier will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.

E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the *Illinois Human Rights Act* and the Department's Rules.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with *Illinois Human Rights Act* and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Supplier will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Supplier will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.