Purchase Order Terms and Conditions
Boulder Valley School District RE-2

1. To insure prompt PAYMENT, mail original invoice for each shipment. Invoices not mailed as directed may delay payment or become lost. Mail & bill to:
Boulder Valley School District RE2
Accounts Payable Department
P.O. Box 9011
Boulder, CO 80301

Shipments must be made to the "SHIP TO" address shown on the Purchase Order. Failure to do so may cause delay in payment until receipt and inspection can be confirmed.

2. The place of contracting, performance and payment shall be Boulder, Colorado. The LAWS OF THE STATE OF COLORADO, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of this Purchase Order.

3. None of the terms and conditions stated in this Purchase Order may be added to, modified, superseded or otherwise altered except by written CHANGE, signed by an authorized representative of the Purchasing Department. Price INCREASES in excess of 5% or increases in shipping costs, must also receive prior written approval.

4. To INSURE COMPLIANCE with the terms, conditions and provisions of this Purchase Order, the following must be accomplished. All reports, notices and advice of any nature concerning administration of this Order prepared by your company for the School District's use must be furnished solely to the Purchasing Department.

5. This Purchase Order is an ACCEPTANCE of your OFFER as summarized in your price quotations noted on the face of this order. When this Purchase Order is an OFFER to buy, your ACCEPTANCE must show promised delivery date.

6. Your ACKNOWLEDGEMENT must show expected shipping date and method of shipping, including routing and names of carriers. ADVISE the Purchasing Department immediately if you cannot assure that complete shipment will arrive on your promised delivery date.

7. TIME IS OF THE ESSENCE for this Purchase Order. When a date is set for the delivery of merchandise or the performance of work, your merchandise must be delivered, or your work performed, in accordance with the specifications or description herein contained on or before that date, or the order may be cancelled and awarded to the next lowest bidder. In such case, the School District will have the right to buy such articles at market price for immediate delivery, and any excess in the cost of same over the price named hereon plus any other loss or expense sustained by the School District shall be paid by you or deducted from any money due or hereafter coming to you.

8. The SETTLEMENT of a Purchase Order terminated or cancelled for the convenience of the School District, not involving delay or late delivery shall not exceed payment of a reasonable re-stocking charge.

9. CASH DISCOUNT PERIOD will start from date of receipt of acceptable invoice or from date of receipt of acceptable merchandise at destination by authorized School District agent, whichever is the later.

10. This Order is made on the following express conditions.
   a. That GOODS are subject to School district inspection on arrival.
   b. That GOODS REJECTED due to failure to meet specifications, whether when shipped or due to defects or damage in transit, may be returned to you for credit and are not to be replaced except upon receipt of written instructions from the School District.
   c. That if PRICE is omitted on Purchase Order, your price will be the lowest prevailing market price.

11. The Boulder Valley School District RE2, a political subdivision of the State of Colorado, is not required to pay state and local taxes or use tax and such TAXES should not be charged.
Federal Excise Tax Exemption Register no. A-237387
State of Colorado Tax Exempt no. 98-02383.

12. All materials, supplies and equipment furnished or services performed under the terms of this Purchase order shall be provided in strict COMPLIANCE with the terms, conditions, and requirements of the invitation to Bid or the specifications stated. FINAL ACCEPTANCE is dependent upon completion and satisfaction of all applicable inspection procedures. Should the service rendered or merchandise furnished fail to meet all inspection requirements, in addition to other remedies, the School District reserves the right to reject the goods or service, cure the defect at your expense, or otherwise terminate. ALL DISPUTES concerning grades and quality of goods or work shall be determined by the Director of Purchasing or authorized representative.

13. Whenever applicable, MATERIAL SAFETY DATA SHEETS are to be furnished with the goods. Failure to provide this information may result in delay of payment.

14. You agree to protect, defend, and HOLD the School District HARMLESS from and against any demand for payment or other claim based upon or related to the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by the Purchase Order.
You also agree to INDEMNIFY and hold the School District harmless from claims, suits or action of every nature and description brought against it for or on account of any injuries or damages received or sustained.
by any party or parties, caused in whole or in part by or from your acts and those of your servants or agents. To this extent you agree to furnish adequate Public Liability and Property Damage INSURANCE, the amount of which will be determined by the School District whenever such insurance, in the opinion of the District, is deemed necessary. The School District may require that you furnish Labor & Material Payment and/or Performance BONDS on its approved forms.

15. Warranty-Guarantee: The vendor warrants and guarantees to the School District that all equipment and materials to be furnished under this proposal are free from all defects in workmanship and materials. The vendor further warrants, guarantees and agrees to remedy all such defects and to replace, at vendor’s expense and at no expense to the School District, any or all labor, transportation, part or parts of the equipment or materials to be furnished under this proposal which are or become defective due to such defects within 12 months after date of receipt by the School District.

16. Insurance: The vendor shall furnish insurance for worker’s compensation as required by law and shall likewise furnish certificates evidencing that the vendor carries general liability insurance with limits not less than $1,000,000.00 bodily injury and $1,000,000.00 property damage. Comprehensive automobile liability insurance coverage is also required.

17. Compliance: The vendor shall become and remain familiar with all state and local laws, codes, ordinances and regulations which might in any manner affect the work to be done; the materials to be supplied, the taxes, permits and fees to be paid; or the labor to be employed in and about the work. A plea of misunderstanding or ignorance on the part of the vendor or vendor’s subcontractor(s) will not in any way excuse the vendor from the necessity of full compliance with every law, code ordinance or regulation. All federal, state and local laws, codes and ordinances and regulations which are applicable shall be complied with. All licensing requirements for vendor and/or the individual(s) performing work shall be complied with and maintained.

18. Independent Contractor: The vendor shall perform its duties hereunder as an independent contractor and not as an employee of the School District. Neither the vendor nor any agent or employee of the vendor shall be or shall be deemed to be an agent or employee of the School District. Under this independent contractor relationship, the vendor, its employees, subcontractors and/or agents are not entitled to any rights, privileges or benefits granted to School District employees.

19. Certification: The vendor certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101 et seq. The vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract; or enter into a contract with a subcontractor that fails to certify to the vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Vendor represents, warrants, and agrees that: (1) it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the federal E-Verify or the Colorado Department of Labor and Employment Program; (2) it is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed; (3) if it obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to: (a) notify the subcontractor and the School District within three days that the vendor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to C.R.S. § 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the vendor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien; (4) it is required to comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 18-17.5-102(5).

20. Premises Access Certification: The vendor certifies it shall not employ or use on Boulder Valley School District premises any persons convicted of any felony or misdemeanor crime of unlawful sexual behavior involving children.

21. Asbestos or Asbestos Containing Materials: If asbestos or asbestos containing materials are discovered by the vendor, the vendor shall immediately notify Jim Clemmer at (720)561-6077 or Colin Morrison at (720)561-5232. It is the vendor’s responsibility to handle and dispose of the asbestos or asbestos containing materials in accordance with the state and federal regulations and laws. If failure by the vendor to comply with these regulations and/or laws results in site or worker contamination, the vendor shall be held solely responsible for all costs involved in any remediation or corrective action. This provision shall not be construed to limit any other rights available at equity and/or law to the District.

Bill Sutter
Executive Director, Budget and Supply Chain Management
Boulder Valley School District