



Davis School District

Forboro Ward

Learning First!

Established 1911

Lori E. Peterson, Director of Purchasing

Req # 195476

AWARD OF AN EMERGENCY DETERMINATION FOR A PURCHASE ORDER WITHOUT ENGAGING IN A STANDARD PROCUREMENT PROCESS REQUEST FORM

ALL REQUESTS MUST BE PRE-APPROVED BY DSD PURCHASING, PER STATE OF UTAH RULE R33-8-401.

- An emergency condition is a situation which creates a threat to public health, safety, welfare or property; or protecting the legal interest of the District as may arise by reason of floods, epidemics, riots, equipment failures or other reason as may be determined. The existence of the condition creates an immediate and serious need for supplies, services or construction that cannot be met through normal procurement methods. Emergency procurement items shall be limited to only those supplies, services or construction items necessary to meet the emergency.
- Complete each section and provide as much information as needed to fully respond. Please click on the grey fields to insert your information. Use your tab key to advance to the next field. Please complete all fields below.
- Requests missing information will be rejected and returned to the contact person for completion. Purchasing may seek additional information from the contact person.

Please be complete in your answers.

Complete the following vendor information:

Vendor Name:	Paul Davis
Vendor Contact Person:	Christ Timothy
Vendor Email Address:	Christ.Timothy@PaulDavis.Com
Vendor Telephone Number:	801-299-1000
Vendor Ordering Address:	601 Forboro St. Taylorsville UT 84037
Vendor Remittance Address:	601 Forboro St. Taylorsville UT 84037
Vendor Number (If available from Encore):	
All items in the above section are required.	

Complete the following, if vendor does not exist in Encore:

Vendor Federal Tax ID# (TIN/FEIN) (9 Digits):	
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Requestor:

Department/School Name:	Risk Management		
Contact Person and Title:	Risk Manager Scott Ziegler		
Email Address:	sziegler@dso@mail.net	Telephone Number:	25307

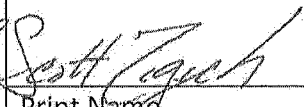
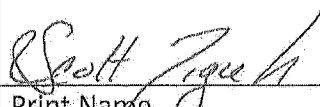
Justification Statement and items required for the emergency procurement:

Individuals gained access to One Roof @ Forboro
 painted graffiti on the skylights and brickwork
 and started a fire on the roof.



Paul Davis wanted to remove the graffiti
 and repair the roof.

8/4/21 DOI

Requisition #: 1951476

Requestor Signature:		Director/Principal Signature:	
			
Print Name	Date	Print Name	Date
	9/30/21		9/30/21

THIS SECTION TO BE FILLED OUT BY PURCHASING DEPARTMENT	
Comments:	
Resulting Purchasing Order #:	

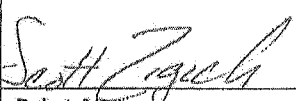

Purchasing Department Approval:		Director of Purchasing Approval:	
			
Print Name Bert Winward	Date 10/4/21	Lori E Peterson, Director of Purchasing	Date 10/4/2021

Justification Statement and items required for the emergency procurement:

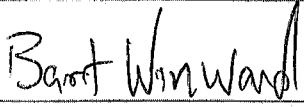
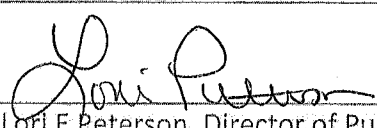
Foxboro Experienced a Roof Membrane Failure as a Result of a Rain/Hail Storm. Interior Rooms were affected. Our ability to Respond to this was beyond Our Capacity. Paul Davis was Contacted

7/24/21 DOI

Requisition #: 1951476

Requestor Signature:		Director/Principal Signature:	
			
Print Name	Date	Print Name	Date
	9/30/21		9/30/21

THIS SECTION TO BE FILLED OUT BY PURCHASING DEPARTMENT	
Comments:	
Resulting Purchasing Order #:	

Purchasing Department Approval:		Director of Purchasing Approval:	
			
Print Name	Date	Lori E Peterson, Director of Purchasing	Date
	10/4/21		10/8/2021



Davis School District

Forboro Water

Learning First!

Established 1911

Lori E. Peterson, Director of Purchasing

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Complete the following vendor information:

Vendor Name:	<i>Paul Davis</i>
Vendor Contact Person:	<i>Christ Timothy</i>
Vendor Email Address:	<i>Christ.Timothy@PaulDavis.Com</i>
Vendor Telephone Number:	<i>801-299-1800</i>
Vendor Ordering Address:	<i>601 boro St Laytonville UT 84037</i>
Vendor Remittance Address:	<i>601 boro St Laytonville UT 84037</i>
Vendor Number (if available from Encore):	
<i>All items in the above section are required.</i>	

Complete the following, if vendor does not exist in Encore:

Vendor Federal Tax ID# (TIN/FEIN) (9 Digits):	
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Requestor:

Department/School Name:	<i>First Megaquest</i>		
Contact Person and Title:	<i>Scott Ziegler</i>		
Email Address:	<i>Scott.Ziegler@DSD.mt.com</i>	Telephone Number:	<i>25307</i>



Davis School District

Order Date 05-OCT-2021 04:19 PM

Purchase Order

For inquiries regarding this order
call: 801-402-5144

Order # 395003	Revision # 0
THESE NUMBERS MUST APPEAR ON ALL INVOICES, PACKAGES, DELIVERY SLIPS & CORRESPONDENCE.	
REFERENCE BID NUMBER:	

PAUL DAVIS RESTORATION OF
CENTRAL UTAH
PO BOX 5
MIDVALE, UT 84047

Ship To

RISK MANAGEMENT
20 N. MAIN
FARMINGTON, UT 84025
PHONE: 801-402-5144

Discount Terms

NET 30

Line #	Requestor	Item #	Description	Delivery Date No Later Than	Qty	Unit	Unit Price	Line Total
1	BARNES, MARILYN		INV #12275.7520 - RECONSTRUCTION: WATER DAMAGE- STRUCTURAL REPAIRS FOXBORO EL.		1	EACH	\$15,997.140	\$15,997.14
2	BARNES, MARILYN		INV #12275.7521 - RECONSTRUCTION: VANADALISM-STRUCTURAL REPAIRS @FOXBORO		1	EACH	\$9,412.910	\$9,412.91
3	BARNES, MARILYN		INV #12275.6771 - EMERGENCY MITIGATION @ FOXBORO		1	EACH	\$9,226.690	\$9,226.69

FOLLOW THESE INSTRUCTIONS:

TOTAL: \$34,636.74

1. THE PURCHASE ORDER NUMBER IS REQUIRED ON ALL INVOICES.
2. INVOICE ITEMS IN THE ORDER THEY APPEAR ABOVE.
3. SALES TAX EXEMPTION:
THE TANGIBLE PERSONAL PROPERTY OR SERVICES BEING PURCHASED ARE BEING PAID FROM DAVIS SCHOOL DISTRICT FUNDS AND USED IN THE EXERCISE OF THAT ENTITY'S ESSENTIAL FUNCTIONS. IF THE ITEMS BEING PURCHASED ARE CONSTRUCTION MATERIALS, THEY WILL BE INSTALLED OR CONVERTED INTO REAL PROPERTY OWNED BY THE SCHOOL DISTRICT.
4. PRICES ARE F.O.B DESTINATION UNLESS OTHERWISE SPECIFIED.
5. THIS PURCHASE ORDER IS NON-TRANSFERABLE.

SUBSTITUTIONS OR PRICE CHANGES NOT PERMITTED UNLESS APPROVED BY REQUESTOR.

SEND ALL INVOICES TO:

ACCOUNTS PAYABLE
45 EAST STATE STREET
P.O. BOX 588
FARMINGTON, UT 84025
OR EMAIL TO: APDEPT@DSDMAIL.NET

FOR ACCOUNTS PAYABLE
QUESTIONS CALL:801-402-5613

Lori E. Peterson, Purchasing Manager

THE BOARD OF EDUCATION

DAVIS SCHOOL DISTRICT
Purchasing Department
Bldg. G-4, Suite 2, Freepoint West
P.O. Box 160440-0440
Clearfield, UT 84016-0440
(801) 402-7800, Fax (801) 402-7809

**PURCHASE ORDER CONTRACT:
TERMS AND CONDITIONS**

**ACCEPTANCE OF THIS PURCHASE ORDER BINDS THE CONTRACTOR TO THE
FOLLOWING TERMS AND CONDITIONS AND ALL TERMS, CONDITIONS AND
PROVISIONS INCLUDED IN THE ORIGINAL SOLICITATION IN WHICH THIS
PURCHASE ORDER MAY BE A RESULT**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated (U.C.A.), 1953, as amended; Utah State Procurement Rules (Utah Administrative Code Section R33), as amended; and/or Davis School District Procurement Policy 6F-103, as amended; and related statutes which permit the DISTRICT to purchase certain specified services and other approved purchases for the DISTRICT.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah, for any dispute arising out of this contract or breach thereof. Venue shall be in Farmington City, in the Second Judicial Court for Davis County.

3. **LAWS AND REGULATIONS:** The CONTRACTOR and any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow DISTRICT, State, and Federal auditors and DISTRICT staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the DISTRICT, unless disclosure has been made in accordance with 6716-8, U.C.A., 1953, as amended. Further, contractor certifies that it has not offered or given any gift or compensation prohibited by 67-16-5, U.C.A., 1953, as amended, to any officer or employee of the DISTRICT to secure favorable treatment with respect to being awarded this Purchase Order.

6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the DISTRICT to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the DISTRICT, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the DISTRICT. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the DISTRICT. Persons employed by the DISTRICT and acting under the direction of the DISTRICT shall not be deemed to be employees or agents of the CONTRACTOR.

7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the DISTRICT, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Purchase Order which are caused in whole or in part by the negligence of the CONTRACTOR's officers, agents, volunteers, or employees, but not for claims arising from the DISTRICT's sole negligence.

8. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DISTRICT. The CONTRACTOR must notify the DISTRICT Director of Purchasing within 30 days if debarred by any governmental entity.

9. **SALES TAX EXEMPTION:** The DISTRICT's sales and use tax exemption number is 11843690022-STC-001. The tangible personal property or services being purchased are being paid from DISTRICT funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Purchase Order.

10. **WARRANTY** (This paragraph is NOT applicable to architect, engineering, and construction service providers): The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the DISTRICT under this contract for a period of one (1) year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The CONTRACTOR acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the CONTRACTOR are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the CONTRACTOR warrants that: 1) the product will do what the salesperson said it

would do, 2) the product will live up to all specific claims that the manufacturer makes in their advertisements, 3) the product will be suitable for the ordinary purposes for which such product is used, 4) the product will be suitable for any special purposes that the DISTRICT has relied on the CONTRACTOR's skill or judgment to consider when it advised the DISTRICT about the product, 5) the product has been properly designed and manufactured, and 6) the product is free of significant defects or unusual problems about which the DISTRICT has not been warned. Remedies available to the DISTRICT include the following: The CONTRACTOR will repair or replace (at no charge to the DISTRICT) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repair and/or replaced product prove to be inadequate, or fails of its essential purpose, the CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the DISTRICT may otherwise have under this contract.

11. **PRICING AND INVOICING:** Prices to be paid for item(s) ordered are the prices listed on this Purchase Order, which include all shipping and delivery charges, unless otherwise described on this order. CONTRACTOR will, after delivery, promptly submit a correct invoice to the ordering entity. CONTRACTOR agrees that the DISTRICT has a right to adjust or return any invoice that reflects incorrect pricing or upon which the purchase order and/or release number is not listed. Unless otherwise specified, payment terms shall be Net 30 days. Where cash discounts apply, the period for computing a cash discount shall begin on the date a correct invoice, including any adjustment for damage or incomplete shipment, is received by the DISTRICT. Discount will be taken on the total amount of the invoice.

12. **DELIVERY:** Orders must be shipped directly to ordering entity at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. Also, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. Unless indicated otherwise, all orders must be shipped promptly (within 5 working days), upon receipt of order. All items listed on this Purchase Order are subject to the approval of the ordering entity. Items rejected by ordering entity for not conforming to specifications in this order shall be at CONTRACTOR's risk.

13. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. Cash payment term discounts offered are taken. All payments to the CONTRACTOR will be remitted by mail unless paid by the DISTRICT's credit card or pre-arranged ACH transfer.

14. **PATENTS, COPYRIGHTS, ETC.:** The CONTRACTOR will release, indemnify and hold harmless the DISTRICT, its officers, agents and employees from liability of any kind or nature, including the CONTRACTOR's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

15. **ASSIGNMENT/SUBCONTRACT:** CONTRACTOR will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the DISTRICT.

16. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the DISTRICT to declare CONTRACTOR in default of this contract: 1) Nonperformance of contractual requirements; 2) A material breach of any term or condition of this contract. The DISTRICT will issue a written notice of default providing a ten (10) day period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, the DISTRICT may do one or more of the following: 1) Exercise any remedy provided by law; 2) Terminate this contract and any related contracts or portions thereof; 3) Impose liquidated damages, if liquidated damages are listed in the contract; 4) Suspend CONTRACTOR from receiving future solicitations.

17. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The DISTRICT may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

18. **PURCHASE ORDER NUMBER:** Purchase Order number must be clearly shown on shipping labels, packing slips, invoices, and correspondence relating to this purchase.

19. **CANCELLATION OR REVISION:** This Purchase Order may be changed, revised, or canceled only by the DISTRICT Purchasing Department giving written notice to CONTRACTOR.

20. **EMPLOYMENT PRACTICES CLAUSE:** CONTRACTOR agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34A, Chapter 5, U.C.A., 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, contractor agrees to abide by Utah's Executive Order, dated December 13, 2006 which prohibits sexual harassment in the workplace. CONTRACTOR must include this provision in every subcontract or purchase order relating to purchases by the DISTRICT to ensure that the subcontractors and vendors are bound by this provision.

21. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, CONTRACTOR certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.
September 2021