

# PURCHASE ORDER TERMS AND CONDITIONS

Vendor, by accepting this order agrees:

1. To insure prompt PAYMENT, mail invoices in duplicate for each shipment. Invoices not mailed as directed may delay payment or become lost. Mail & bill to: Westminster Public Schools, 7002 Raleigh Street, Westminster, CO 80030. Payment Terms NET30. MasterCard & VISA is the preferred payment method.
2. The organization (Westminster Public Schools) placing this order (hereinafter referred to as Buyer) hereby reserves the right to cancel or recall, without liability, all or part of this order if delivery is not made within the time specified.
3. No charge for packing or drayage will be allowed unless so indicated on the face of this order.
4. If the Vendor is unable to deliver all or part of the items shown on this order, the Buyer is to be notified at once. Partial inability of the Vendor to so deliver will justify the Buyer's cancellation of this order in its entirety at the Buyer's sole discretion.
5. The Buyer will not be liable for items delivered to it unless specifically identified in this order.
6. The Buyer will have no liability for items delivered to it in damaged condition.
7. Certification. The Contractor certifies that the Contractor shall comply with the provisions of C.R.S. § 8-17.5-101 et seq. The Contractor shall not knowingly (a) employ or contract with an illegal alien to perform work under this contract, (b) enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this contract, or (c) enter into a contract with a subcontractor that fails to contain a certification to the Contractor that subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, (ii) will comply with all requirements of C.R.S. § 8-17.5-102(2)(b), and (iii) shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101 et seq., the School District may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the School District. Any person who is engaged by Consultant as a subcontractor shall comply with the provisions of C.R.S. SS 24-76.5-101 et seq. by producing one of the forms of identification as provided therein and otherwise demonstrating that he or she is lawfully present in the United States.
8. Certification. The Vendor/Contractor certifies that they shall comply with the provisions of the District's Criminal Records Check Certification Statement. No employee of the Vendor/contractor that has been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on Westminster Public Schools properties. Any person who is engaged by as a subcontractor shall comply with the provisions.
9. The Vendor warrants that the items delivered pursuant to this order shall be free of defects, and without limiting the Buyer's remedies for a breach of warranty, express or implied, the Buyer reserves the right to return all or any part of the items listed on this order, if defective in any way or if otherwise not conforming to this order. The Vendor agrees to give the Buyer full credit for such returned items.
10. Items delivered to or received by Buyer will be accepted only if accompanied by a detailed shipping list or by a copy of a detailed invoice.
11. The Vendor warrants that all items delivered pursuant to this order are and shall be free and clear of all liens and encumbrances whatsoever and that the Vendor has and will have a good and marketable title to same and Vendor shall protect, hold harmless and indemnify Buyer from and against any and all claimants to or claims against buyer and said items.
12. 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.
13. INSURANCE:  
The contractor shall procure, at their own expense, and maintain for duration of the work, the following insurance coverage's:
 

A.	Standard Worker's Compensation and Employer's Liability, including occupational disease, covering all employees engaged in performance of the work at the site, in the amount required by State statutes.
B.	Comprehensive Liability and Property Damage Insurance
Bodily Injury	\$100,000 Each Person \$300,000 Each Occurrence
Property Damage	\$300,000 Each Occurrence \$300,000 Aggregate

If worker's compensation insurance is carried by the State Compensation Insurance fund, evidence of such coverage shall be submitted on its Certificate of Insurance Form; if by private carrier, on Certificate of Insurance.
14. Receipt of the merchandise, services or equipment in response to this order can result in authorized payment on the part of Westminster Public Schools. However, it is to be understood that FINAL ACCEPTANCE is dependent upon completion of all applicable required inspection procedures. Should the service rendered or merchandise furnished, fail to meet all inspection requirements, Westminster Public Schools reserves the right to open negotiations with the Vendor to permit a mutually acceptable and equitable solution to the transaction.
15. Neither party to this contract may assign any portion of the agreement without the prior written consent of the other party.