

**MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51
PURCHASE ORDER
TERMS AND CONDITIONS FOR SERVICES**

ENTIRE AGREEMENT

This Purchase Order embodies the entire agreement between DISTRICT 51 and SELLER and supersedes all other writings. The parties shall not be bound by, or be liable for, any statement, representation, promise, inducement or understanding not set forth herein.

INDEPENDENT CONTRACTOR

Vendor represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Work under this Purchase Order. Vendor shall act as an independent contractor and not as the agent of DISTRICT 51 in performing this Work, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Purchase Order or any lower-tier purchase order or subcontract awarded by Vendor shall create any contractual relationship between any lower-tier supplier or subcontractor and DISTRICT 51. Vendor shall perform the Work hereunder in accordance with its own methods subject to compliance with the Purchase Order.

LABOR, PERSONNEL AND WORK RULES

Vendor shall employ only competent and skilled personnel to perform the Work under this Purchase Order. Vendor shall, at DISTRICT 51's request, remove from the Work any Vendor personnel who are acting in violation of any provision of this Purchase Order, including, but not limited to Site Work, safety or security rules, or at DISTRICT 51's sole discretion, determined to be undesirable for the Work. In the event an employee is so removed, Vendor shall promptly replace such individual with another who is fully competent and skilled to perform the Work.

For Work performed on DISTRICT 51 premises, Vendor shall observe DISTRICT 51'S procedures, regulations and Work rules to include, but not limited to, established Site working hours and security requirements.

CHANGES

DISTRICT 51 may at any time, by written revision, direct additions, deletions or changes, including, acceleration or deceleration, to all or any part of the Work and Vendor agrees to perform such Work as changed. If any such revision causes an increase or decrease in Vendor's cost of, or the time required for the performance of any part of the Work, DISTRICT 51 shall make an equitable adjustment to the price, the delivery schedule, or both, and the Purchase Order shall be modified accordingly. Nothing in this clause shall excuse Vendor from proceeding with the Purchase Order as changed, whether or not an equitable adjustment has been made. The Vendor must assert its claim for an adjustment under this clause within 20 days of receipt of the change order.

WARRANTY

Vendor warrants that it will perform the Work under this Purchase Order with the degree of high professional skill and sound practices and judgment that is normally exercised by recognized professional firms with respect to Work of a similar nature. In addition to all other rights and remedies that DISTRICT 51 may have, Vendor shall, re-perform the Work to correct any deficiencies from Vendor's failure to perform in accordance with the Purchase Order statement of Work, specifications and drawings, and the above standards, at Vendor's expense.

WAIVER

The failure of either party to insist on performance of any provision of this Purchase Order shall not be construed as a waiver of that provision in any later instance.

INDEMNITY AND HOLD HARMLESS

Vendor hereby releases and shall indemnify, defend and hold harmless DISTRICT 51, their officers, agents, employees, successors and assigns and authorized representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including, but not limited to those arising out of injury to or death of Vendor's employees, whether arising before or after completion of the Work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Vendor, its lower-tier suppliers, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Purchase Order. Vendor's aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or

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negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified or held harmless.

DISTRICT 51 FACILITY REQUIREMENTS

No on-site office or storage space shall be provided as a part of this Contract.

DISTRICT 51 is a tobacco-free environment. No smoking or chewing of tobacco is permitted on school grounds or in any DISTRICT 51 facility.

Any damages caused by the VENDOR in the performance of this Contract shall be repaired at no cost to DISTRICT 51.

No official or employee of DISTRICT 51 who exercises any functions or responsibilities in the review or approval of this undertaking, or carrying out of the Statement of Work shall voluntarily acquire any personal interest, directly or indirectly, in the Contract.

The VENDOR covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, that conflict in any manner or degree with the performance of the services hereunder. The VENDOR further covenants that no person having any such know interests shall be employed or conveyed an interest directly or indirectly, in the Contract.

FAIR LABOR STANDARDS ACT AND EQUAL OPPORTUNITY EMPLOYMENT ACT

The VENDOR agrees to comply with the Fair Labor Standards Act, the Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders in connection with the furnishing of supplies or performance of work under this Contract, to the extent that the same may be applicable; and further agrees to insert the foregoing provision in all subcontracts or purchase orders awarded in connection with this Contract.

TERMINATION

DISTRICT 51 may unilaterally terminate this Contract upon VENDOR's nonobservance of any of the foregoing or for failure to comply with any of the clauses and provisions of this Contract, including any modifications, upon seven (7) days notice to the VENDOR.

TITLE

Title to all Work and materials will pass directly to the District 51 upon the earlier of (1) delivery to the Work Site, or (2) payment to the Vendor.

APPLICABLE LAW

Any suit filed relative to this Purchase Order must be filed in a court of competent jurisdiction in Mesa County, Colorado.

AVAILABILITY OF FUNDS

In accordance with Article X, Section 20(4)(b) of the Colorado Constitution, this Purchase Order shall neither create nor be construed to create any multiple-fiscal year direct or indirect DISTRICT 51 debt or other financial obligation whatsoever. The parties recognize that the purchase is dependent upon the continuing availability and appropriation of funds (including per pupil funding for Program students from the State of Colorado) beyond the terms of DISTRICT 51's current fiscal period ending upon the next succeeding June 30, and that financial obligations of DISTRICT 51 payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

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.

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BUY AMERICAN – AMERICAN RECOVERY AND REINVESTMENT ACT

Section 1605 – FAR Case 2009-008, American Recovery and Reinvestment Act (the Recovery Act) – Buy American Requirements for Construction Material;

Section 1512 – FAR Case 2009-009, American Recovery and Reinvestment Act (the Recovery Act) – Reporting Requirements;

Sections 902, 1514, and 1515 – FAR Case 2009-011, American Recovery and Reinvestment Act (the Recovery Act) – GAO/IG Access; and

Section 1553 – FAR Case 2009-012, American Recovery and Reinvestment Act (the Recovery Act) – Whistleblower Protections.