

**MESA COUNTY VALLEY SCHOOL DISTRICT 51**

330 24th Court

Grand Junction, CO 81501

Request for Quote

**Fiber Uplink Installation**

Request for Quote No.

RFQ 1617/020

470 Application #170058793

**Submittal Deadline:**

**February 24, 2017 2:00 p.m.**



**Mesa County Valley School District 51**

**Purchasing and Warehouse Services**

**330 24th Court, Grand Junction, CO 81501**

**Telephone (970) 254-5100 Fax (970) 242-8490**

January 13, 2017

To All Respondents:

Mesa County Valley School District 51, herein after referred to as the District, will receive Quotes for **Fiber Uplink Installation** in accordance with the Statement of Work and Specifications, in the office of the Lisa Sharp, Director Purchasing and Warehouse 330 24th Court, Grand Junction, Colorado, 81501, on or before 2:00 p.m. on February 24, 2017

Enclosed you will find one copy of the referenced Request for Quote. You are required to submit 1 (One) bound copies, and one (1) electronic version (MS Office version) in accordance with the attached instructions. This RFQ is available electronically only. Hard copies are available upon request.

Subset of schools within the District where these services are requested:

|  |  |  |
| --- | --- | --- |
| Bookcliff Middle School | Mount Garfield Middle School | Central High School |
| East Middle School | Orchard Mesa Middle School\* | Fruita Monument High School |
| Fruita 8/9 School | Redlands Middle School | Grand Junction High School |
| Fruita Middle School | West Middle School | Palisade High School |
| Grand Mesa Middle School |  |  |

\*Pending bond approval in the November 2017 County Election, Orchard Mesa Middle School will be torn down and a new school built. If the bond is approved, Orchard Mesa Middle School will not be completed in this scope of work. If it is NOT approved, we will proceed.

**Please submit separate quotes for each building. Quotes must include a separate line item for materials and labor.**

It is extremely important that all respondents READ and ADHERE to the general conditions, instructions, requirements, and all RFQ documents included herein. Failure to do so may disqualify your submittal.

Quotes received after opening time WILL NOT be opened. Deadline for questions regarding this RFQ is close of business February 21, 2017.

Questions concerning any aspect of this RFQ are to be directed to the undersigned. Please email all questions to:

[Lisa.sharp@d51schools.org](mailto:Lisa.sharp@d51schools.org)

If necessary, p. 970-254-5179

Facsimile Quotes WILL NOT be accepted.

Your hard copy Quote, if required, must be in a sealed envelope marked with your company name, title of Quote, Request for Quote number, date and time of opening. You are cautioned to **carefully read** the entire RFQ, as your offer must comply with:

* Cover Letter
* Statement of Work and Specifications
* Terms and Conditions

Important: All communications must be submitted to the above named buyer only. Any communication with other District personnel, may disqualify you from this Quote opportunity.

1. **INTRODUCTION**

The District was formed in 1951 by consolidation of several independent districts in Mesa County. It encompasses the area known as the Grand Valley, which includes the smaller communities surrounding Grand Junction: Palisade and Clifton to the east, Fruita, Loma and Mack to the west, and Whitewater and Gateway to the south. District 51 offers the region a sound PreK-12 public education. Educational opportunities extend from preschool through high school, with four comprehensive high schools, R-5 alternative school, and a Career Center

**2.0 SCHEDULE**

Following is a schedule of events for the RFQ process:

Distribute Request for Quote/ January 13, 2017

Release E-rate 470 Application

Walk Through\* January 17 – February 17, 2017

Deadline for questions February 21, 2017

Quote Due Date February 24, 2017

Vendor Award March 3, 2017

Anticipated work Start Date Project schedule will be created upon e-rate funding commitment

**\*Please contact Ray Walls at 970-254-5189 or** [**ray.walls@d51schools.org**](mailto:ray.walls@d51schools.org) **to schedule a walk through. We highly recommend that all vendors who would like to submit a quote schedule a walk-through in order to have a complete understanding of the scope of this project.**

1. **GENERAL CONDITIONS AND INSTRUCTIONS**

**Preparations and Submission of Proposals:**

Proposals shall be submitted in the number of copies indicated in the Proposal Cover Letter and on the forms and in the proper formats provided. All copies shall be properly executed, all blank spaces shall be filled in, and any interlineations, alterations, or erasures shall be formally explained and initialed by the Offeror. Failure to comply with these requirements may be cause for rejection of the Proposal.

Partial or incomplete Proposals will not be considered. Proposals shall be in strict conformity with the Contract Documents and any amendments.

It is the sole responsibility of the Offeror to see that its Proposal is submitted by the date stated in the Proposal Cover Letter. Any Proposal received after the stated due date will not be opened.

Successful proposer’s whether under separate contract or not shall not assign any part or whole of this proposal or agreement to another party, subcontractor, or company nor shall they assign any money due or to become due to him hereunder, without the previous written consent of the District.

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the District court in and for Mesa County, state of Colorado. The laws of the state of Colorado shall govern this transaction. The vendor or proposer agrees that any and all notices, pleadings and processes may be made by serving two copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail, an additional copy of the same to the vendor or proposer at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Colorado law or rules of civil procedure, appearance, pleading, an answer is not made.

Each Proposal shall show the full legal name and business address of the Offeror, including its street address if it differs from its mailing address, and shall be signed with the usual signature of the person or persons authorized to bind the Offeror and shall be dated. Proposals by a partnership or joint venture shall be signed by an authorized representative of each joint venture partner and list the full names and addresses of all partners or joint venturers. The place of incorporation shall be stated in the Proposal. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. When requested, satisfactory evidence of the authority of any signature on behalf of the Offeror shall be furnished.

The preparation of a Proposal shall be by and at the expense of the Offeror.

Proposals must be firm fixed pricing for term of contract. A price increase shall automatically release the District from any further obligation.

Shipments shall be FOB destination, freight prepaid.

In accordance with Article X, Section 20(4)(b) of the Colorado Constitution, this Contract shall neither create nor be construed to create any multiple-fiscal year direct or indirect the DISTRICT debt or other financial obligation whatsoever. The parties recognize that the Contract 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 the DISTRICT’s current fiscal period ending upon the next succeeding June 30, and that financial obligations of the DISTRICT payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

A performance bond may be required for this agreement.

Your proposal shall not include any Federal or State taxes. The Districts Tax Exempt ID is 98-01987.

By submission of the proposal, the proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other proposer, and that the contents of the proposal have not been communicated by the proposer, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the proposal.

Award shall be made to the most responsive and responsible Proposer whose proposal is determined to be the most advantageous to the District, taking into consideration the evaluation factors set forth in the solicitation. Price, although a consideration, will not be the sole determining factor but will be the most heavily weighted factor per E-rate Fair and Open Competition regulations.

In accordance with C.R.S. 8-17.5 *et. Seq.,* the proposer whose name and signature appears on the request for proposal hereby certifies, represents, warrants and agrees as follows:

1. In the event this request for proposal is accepted by the school District, the proposer, as a vendor, shall comply with provisions of C.R.S. 8-17.5 *et. Seq.*, requiring certification that the proposer does not and during all times proposer is under contract to perform services for the (“District”), will not knowingly employ or contract with an illegal alien.
2. The proposer will not knowingly contract with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract with the District.

The proposer will verify that it does not employ any illegal aliens by participation or attempted participation in the basic pilot emergency verification program administered by the social security administration and the department of homeland security or otherwise comply with C.R.S. 8-17.5-102(2)(b)(i).

**Examination of RFP documents and explanation to offerors:**

Any Offeror planning to submit a proposal is responsible for examining with appropriate care the complete Document and all amendments, and is also responsible for informing itself with respect to all conditions that might in any way affect the cost or the performance of any work. Failure to do so will be at the sole risk of the Offeror, and no relief can be given for errors or omissions. Should the Offeror find discrepancies in or omissions from the Document, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP Documents, the Offeror shall promptly notify the DISTRICT in writing. The Offeror making such request will be solely responsible for its timely receipt by the DISTRICT. Replies to such notices may be made in the form of amendments to the RFP Documents that will be issued simultaneously to all persons who have obtained the RFP Documents.

**Offeror’s Modification and withdrawal of proposals:**

An Offeror may, without prejudice to itself, modify or withdraw its Proposal by written request, provided that District receives the request prior to the due date at the address to which Proposals were to be submitted. Provided further, that in case of an electronic (e.g. email, facsimile, etc.) request a written confirmation thereof over the authorized signature of the Offeror is received by District at the address to which original Proposals were to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its Proposal, the Offeror may submit a new Proposal, providing delivery is effected prior to the established proposal due date.

The District may modify any provision or part of the RFP Documents at any time prior to Proposal due date.

**Award of Contract:** After consideration of price and other factors, the Contract will be awarded to the Offeror(s) whose Proposal is determined to be reasonable and in the best interests of the District. Contract may be awarded to multiple offerors.

**Payment Terms**: Net 30

The right is reserved, as the interest of the District may require, to reject any or all Proposals or to waive any informality in Proposals received or to award without negotiations.

The failure of any Offeror, to whom the Contract is awarded, to properly execute and return to the District the signed Contract, together with the Certificates of Insurance and the Performance Bond and Payment Bond, if required, within the time specified in the RFP, will cause the District to suffer damage, the amount of which is difficult, if not impossible, to ascertain, and the District shall therefore be entitled to declare a breach of contract by such Offeror, to award the Contract to another Offeror in accordance with the provisions of the Contract Documents, and to declare a forfeiture of the Offeror’s Proposal Security, if any.

1. **STATEMENT OF WORK and SPECIFICATIONS**

**VENDOR REGISTRATION WITH USAC SLD (E-rate)**

The Vendor must provide proof of registration with USAC Schools and Libraries Division (SLD) as an approved service provider under E-Rate guidelines. If the Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD 498 ID (Formerly known as Spin Number), within a reasonable timeframe, their proposal will not be considered. Vendor must also supply the district with pertinent information to complete the Form 471upon request. Service providers must file the FCC Form 473, Service Provider Annual Certification (SPAC) Form each year that they provide services under the program. Service providers certify each year on the FCC Form 473 that they will comply with program rules.

**Scope of Work** includes all costs necessary and required for completing required Fiber Uplink installation work described below and shown on attached drawings. This project is pending district budget and E-rate Funding Commitment approval.

* Pull 6 Strand 50/125 Micron, OM3, Multimode, Plenum, interlocking, indoor/outdoor fiber between building/s IDFs to the MDF at the locations as specified on drawings and walk through. *EXCEPTION: For Orchard Mesa Middle School’s existing buildings, there will be three fiber and three copper uplinks as opposed to all fiber*
  + Using Districts existing conduits between buildings is allowed, in extreme cases aerial will be allowed with certain specifications.
* Provide and install all fiber and fiber trays either rack mount or wall mount, terminated with LC connectors.
* OTDR tested is required.
* Contractor shall isolate work areas and protect occupants and equipment in surrounding areas from construction debris and dust.
  + Some of the older buildings and schools have areas of asbestos in parts of the school. Information and maps will be provided on these areas. Contractors will be required to have taken the EPA 16-hour Asbestos Awareness training course or provide documentation of attending an approved EPA 16-hour Asbestos training course and observer all safety and handling procedures when working in areas that have asbestos.
* Contractor may **not** use the Owner’s dumpsters for disposal of waste.
* Contractor shall patch and paint all new and damaged surfaces.
* It is the Owner’s intent the work will produce a complete and fully finished installation.  The contractor will be responsible for all permits, fees, labor, materials, equipment and other services necessary to the work.
* Contractor is responsible for determining exact measurements, quantities and difficulties of the work.
* Replacement of existing ceiling tiles at the completion of the work.
* Contractor will schedule work with school for access times.
* Work shall begin when E-Rate/District budget is approved and a project timeline will be created.
* If work is being performed during school hours, then classes cannot not be disturbed.

1. **Proposal Contents and Submission Requirements**

Proposals shall be limited to 25 pages; single sided, not including cover letter, resumes and any appendices. Please submit one (1) bound copies of the proposal and one (1) electronic copy. Please label the outside of the package – “RFQ1617/020 Fiber Uplink Installation”. Your Proposal must be in a sealed envelope marked with your company name, title of Proposal, Request for Quote number, date and time of opening. All responses **must** be formatted as stated. Include the following information:

Due Date: February 24, 2017

Time: 2:00 P.M. (Mountain Time)

Location: Attn: Lisa Sharp

Director Purchasing and Warehouse

Mesa County Valley School District 51

330 24th Court

Grand Junction, CO 81501

The Proposals shall contain the following contents (following exact format):

**SECTION 1. Cover Letter/Letter of Interest**

Please provide a brief description of your firm, primary services provided, address of your firm’s office, telephone and fax number, E-mail address, date firm established, type of firm (individual, corporation, etc.), number of employees, and the name of the team member who will serve as the District's contact throughout the contract.

**SECTION 2. Qualifications**

List key personnel, titles, and length of employment with your company.

**SECTION 3. References.**

Fill out attached form. Any Company that does not meet the minimum number of three (3) references, or their references supply less than adequate recommendations, will automatically be excluded from award.

**SECTION 4. Fee Proposal**

Provide pricing for services as described in SOW. **Please submit separate quotes for each building. Quotes must include a separate line item for materials and labor.**

**SECTION 5. Completed Offer Certificate**

Fill out form attached below.

**SECTION 6. Attachments.**

Include spec sheets, if necessary

**6.0 Evaluation and Selection Criteria.**

All Proposals received by the due date will be reviewed and evaluated by the Buyer and/or Selection Committee. Final approval and award will be made by the Selection Committee.

The District reserves the right to select a firm that, in its sole judgment, best meets the needs of the District. The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, to award on the basis of partial or total proposal, and to waive any informality or non-substantive irregularity, as the interests of the District may require. The award of a contract is contingent of availability of funds. Award is at the sole discretion of the District, acting through the Board of Education. The contents of this RFP are incorporated into, and will become a part of any resultant award.

The District will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the District. However, it is anticipated that the review/evaluation process will be completed in a timely manner.

The District is not obligated to explain any deficiencies in their request for proposal, nor accept requests for justification from firms not selected. All proposal submission materials become the property of the District.

**SELECTION CRITERIA:** Proposals shall be evaluated and a final determination will be based on

The District reserves the right to reject any or all proposals and select the bid that offers the best overall benefit to the school system.

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight Value** |
| I. | Price of ERATE Eligible Services | 60% |
| II. | District’s Previous experience with vendor | 20% |
| III. | Proposal Exhibits Understanding of Needs | 20% |

**OFFER CERTIFICATE**

Please type/or print all information clearly.

Any illegible or ambiguous information will be excluded from the District's evaluation.

Return RFP Proposal in its entirety. Include all instructions, terms and conditions etc.

Any unsolicited information may be included or excluded at the discretion of the Director of Purchasing if in the best interest of the District.

Contractor shall furnish the following information:

(a) Full Business Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(b) Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(c) Number of years in business\_\_\_\_\_\_\_\_\_ State Incorporated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(this branch or location.)

The undersigned hereby:

* Certifies that I have not used any outside agent in arriving at the attached figures, and have not contacted any competitors in arriving at these figures.
* Agrees to deliver the items specified within this bid, in accordance with the terms, conditions, specifications and prices set forth.
* Quotes are valid for a period of 90 days from receipt of proposal.
* Has Read and Agrees to the Terms, Guarantees and Conditions contained within this RFP document.

Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of authorized agent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed name of authorized agent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid Terms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Delivery Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REFERENCES:** Furnish a list of a minimum of three (3) business references. Agency references of similar type and size is preferable. Each reference must have a service history with your company, of no less than three year(s).

COMPANY NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_Contact Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years of service with contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Notes:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount of Contract $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reference Business Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_Contact Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years of service with contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Notes:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount of Contract $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reference Business Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_Contact Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years of service with contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Notes:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount of Contract $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MESA COUNTY VALLEY SCHOOL DISTRICT 51**

**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 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 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 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’s current fiscal period ending upon the next succeeding June 30, and that financial obligations of DISTRICT payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.



## VENDOR REGISTRATION

Name of Business (if individual, enter last name first);

Street or P.O. Box Address;

City State ZIP

Phone # Fax # E-Mail

Solicitation Address (if different than above)

Remittance Address (if different than above)

Name of Owner or President or Key Employees;

Number of Employees\_\_\_\_\_ Years in Business

Insurance Company Policy #

Federal ID # SSN (if individual)

Type of Business Sole Prop. \_\_\_\_ Partnership\_\_\_\_ Corporation\_\_\_\_ LLC\_\_\_\_ Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If Incorporated - which state and date

State \_\_\_\_\_\_\_\_ Date

Principal Line of Business \_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_

\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provide three references of customers to whom you have supplied your goods or services in the past year. Include address, contact name and phone number;

Do you accept Master Card? \_\_\_\_\_ Yes \_\_\_\_\_ No

Enter below comments or additional information you wish the District to consider:

The undersigned hereby certifies that the above and foregoing information is a full, true, and correct statement of the facts. Further the undersigned agrees to comply with the Purchasing Procedures of the District, as well as the local, State, and Federal laws pertaining to public procurements. It is understood that failure to bid on three (3) consecutive invitations could result in your removal from the bidders list.

Authorized Signature

Title \_\_\_\_\_\_

Typed or Printed Name

Date \_\_\_\_\_\_\_