

Additional Terms and Conditions

Independent Contractors and Insurance:

In the event that Seller's objections hereunder require or contemplate performance of services by Seller's employees, or persons under contract to Seller, to be done on Purchaser's property, or property of Purchaser's customers, the Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Purchaser. Seller shall maintain all required insurance coverages, including but not limited to, the following: General Liability (\$1 million per occurrence limits) and Workers' Compensation (\$1 million per injury limits).

Indemnification:

Seller agrees to save, defend, indemnify and hold harmless Purchaser, and its officers, agents, and employees, from and against all liability, claims, judgments, suits, demands for damages to persons or property with respect to General Liability coverages which arise out of, result from, or are in any manner connected with the work, goods, or services to be performed under this Purchase Order, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent acts, errors, or omissions of Consultant, any Subconsultant of Consultant, or any officer, employee, or agent of Consultant or Subconsultant. This indemnification shall be in addition to the warranty obligations of the Seller.

Illegal Aliens - Public Contracts for Services:

1. Unless Seller is selling herein a specific end product, Seller certifies that it shall comply with the provisions of Colorado Revised Statute 8-17.5-101, et seq., including that Seller shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contract with a subcontractor that fails to certify to Contract that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order. Seller represents that it (1) has confirmed that it does not employ any illegal aliens who have been newly hired to perform work under this contract, through participation in either the Federal E-Verify Program (Public Law 108-156) or Colorado Department of Labor Program; (2) will not use the said E-Verify Program or the State Department of Labor Program to pre-employment screen job applicants while performing this purchase order; (3) will terminate a subcontractor who employs illegal aliens who perform work under this contract within three days of notice unless the subcontractor stops employing any such illegal aliens; and (4) will comply with any reasonable request by the Colorado Department of Labor made in the course of an investigation of the possible employment of illegal aliens. The Seller's failure to comply with any of these requirements may be cause for termination for breach in which case Seller shall be liable for actual and consequential damages to the School District,
2. **If Seller is a natural person eighteen (18) years of age or older**, he/she hereby swears or affirms under penalty of perjury that he or she (1) is a United States citizen or otherwise lawfully present in the United States pursuant to federal law, and (2) shall produce a valid Colorado driver's license or other acceptable form of identification required by Colorado Revised Statute 24-76.5-103 prior to performing pursuant to this Purchase Order. If applicable, please return a signed copy of this Purchase Order and a copy of your driver's license or other identification to: Littleton Public Schools Purchasing Department, 5776 South Crocker Street, Littleton, CO 80120 (Fax No. 303-347-3460).

_____ Date

_____ Signature