

By accepting and performing under the Purchase Order (PO), the Vendor agrees to these terms and conditions.

1. **DEFINITIONS.** In these PO terms and conditions, **"Bid/Proposal"** means the Vendor's response to the Solicitation (if any). **"CUCC"** means the Colorado-adopted version of the Uniform Commercial Code, Article 2, C.R.S. §§4-2-101 et seq., as amended from time to time. **"District"** means 27J Schools. **"Work"** means everything required to be furnished and done by the Vendor by any one or more of the parts of a contract with the District. **"Goods and Services"** means the goods, services, products, and other items of value ordered with the PO. **"PO"** means these Purchase Order Terms and Conditions and the District Purchase Order to which they are attached, uploaded, or which incorporate a link to these terms and conditions. **"Solicitation"** means the District's Solicitation for the Goods and Services, if any, which includes, without limitation, Request for Proposal (RFP), Invitation for Bid (IFB), Request for Quote (RFQ), or any other form of Solicitation or order. **"Vendor"** means the company, individual, contractor, supplier, or other entity, listed as the Vendor on the PO and responsible for providing the Goods and/or Services to the District in accordance with the terms of the PO. **"Vendor Forms"** means the Vendor's order or delivery forms, invoices, billing statements, online or other digital subscription, terms of service, or click-through agreements, and any other forms and agreements prepared by the Vendor and used in the transaction or transactions described in this PO, other than the Bid/Proposal. **"FOB Destination"** means Free on Board Destination, indicating that the Vendor retains ownership and responsibility for the Goods and Services until they are delivered to and accepted at the District's designated delivery location. The Vendor is responsible for freight, risk of loss, and delivery responsibilities unless otherwise specified. **"District Data"** means all data, records, and information relating to the District and the District's mission and operations that the District does not intentionally make generally available on public websites or publications but which the District makes available directly or indirectly to the Vendor, or which the Vendor collects or generates in connection with the PO and the Goods and Services.
2. **OFFER/ACCEPTANCE:** If the PO refers to Vendor's Bid/Proposal, such as one submitted in response to a Solicitation including a Request for Proposal (RFP), Invitation for Bid (IFB), Request for Quote (RFQ), or similar procurement process, then the PO is an ACCEPTANCE of Vendor's OFFER TO SELL, as stated in Vendor's Bid/Proposal. If no Bid/Proposal is referenced, the PO is an OFFER TO BUY, subject to Vendor's acceptance; which can be demonstrated by Vendor's performance of the Order or by a formal acknowledgment. Any COUNTER OFFER TO SELL is automatically construed as CANCELLATION of the PO unless a Change Order is issued by the District accepting the counter offer.
3. **PRIORITY OF INTERPRETATION:** This PO supersedes and controls over any Vendor Forms in the event of conflict or inconsistencies between the PO and any Vendor Forms, regardless of any statement to the contrary in the Vendor Forms.
4. **CHANGES:** Any changes in prices to the PO that exceed \$50.00 shall be verified and must be approved by the District's Accounts Payable Department. Each shipment received or service performed shall be deemed to be only upon the terms contained in the PO, notwithstanding any terms that may be contained in any invoice or other act of Vendor other than acknowledgment of a written Change Order to the PO from the District.
5. **DELIVERY:** Delivery of Goods and Services shall be Free on Board (FOB) Destination to the District's designated delivery location, unless otherwise specified in the Solicitation, Bid/Proposal or this PO. In its acceptance of any quotation offer, the District is relying on the promised delivery date, installation, and/or service performance as material and basic to its acceptance. In the event of Vendor's failure to deliver as and when promised, the District reserves the right to cancel its order, or any part thereof, and Vendor agrees that the District may return all or part of any shipment so made, and may charge the Vendor for any associated loss, damage, or administrative expense the District incurs due to such failure. Time is of the essence.
6. **NEW GOODS:** All equipment delivered against the PO shall be newly manufactured and of the manufacturer's current model, unless otherwise specified or agreed to in advance and in writing by the District.
7. **QUALITY:** All Goods and Services delivered pursuant to this PO shall strictly conform to the Bid/Proposal or, if no Bid/Proposal, to the specifications set forth in the PO, and shall be of the quality specified. The District will accept no deviation or substitution unless the District consents in writing before such deviation or substitution is made. In the event no quality is specified, the Goods and Services shall be at least equal to the standards of the industry. The District shall be the sole judge in determining "equals" in regard to quality, price and performance.
8. **INSPECTION:** Receipt of goods or services in response to the PO can result in authorized payment on the part of the District. However, it is understood that final acceptance is dependent upon completion of all applicable required inspection procedures. Should the goods or services fail to meet all of the District's inspection requirements, the District may exercise any or all of its rights at law or in equity, including those provided in the CUCC. The District will notify the Vendor of any damage or nonconformity upon receipt and initial inspection of the Goods and Services. Upon notification, the Vendor must promptly inspect, repair, or replace all items damaged in shipment at no additional cost to the District. If a replacement is necessary, the Vendor must arrange for it within a reasonable time frame as determined by the District. Payment for goods or services shall not constitute final acceptance.
9. **WARRANTIES AND CUCC:** All Goods and Services covered by the PO are conveyed by Vendor to the District subject to the warranties and District's remedies described in the Uniform Commercial Code – Sales adopted in Colorado at C.R.S. §§ 4-2-101 et seq., including but not limited to, the warranty of title and against infringement, the implied warranty of merchantability, and the implied warranty of fitness for particular purpose. The United Nations Convention on Contracts for the International Sale of Goods and Services does **NOT** apply.
10. **Product Performance, Warranties, and Vendor Representations.** Vendor warrants that all Goods and Services shall perform in accordance with their intended use, manufacturer specifications, and any representations made in Vendor's marketing materials, proposal documents, sales presentations or website content. If any product fails to perform as reasonably expected, does not meet the functionality described in Vendor's documentation, or is determined to have been misrepresented or falsely advertised in any manner, the District reserves the right to: (i) require a full refund and return of the product, (ii) require replacement at the Vendor's sole expense, including all labor, shipping, installation, and any other associated costs, (iii) pursue any other legal or equitable remedies available under state and federal law. Misrepresentation of material facts or performance claims may be deemed grounds for contract termination. Vendor must repair or replace any defective, misrepresented, or non-performing product at its own cost within a reasonable time frame, as determined by the District.
11. **TERMINATION:** In the event of the Vendor's failure to deliver as and when specifically promised the District reserves the right to cancel the PO, or any part thereof, without prejudice to its other rights, and Vendor agrees that the District may return all or part of any shipment so made and may charge Vendor any loss or expense sustained as a result of such failure to deliver as promised. If the Vendor violates any of the provisions related to Debarment and Suspension, this constitutes a breach, and the District may terminate the contract. The Vendor shall be liable for actual and consequential damages. If the PO or contract is federally funded, the District will notify the Secretary of State if such termination occurs, as required by law. If Vendor has not begun performance, the District may terminate without cause at any time providing written notice to the Vendor.
12. **PAYMENT TERMS:** The Payment Terms Period will start from the date of the District's receipt of an acceptable invoice or from the date of its receipt of acceptable merchandise at destination, whichever occurs later. Unless otherwise agreed, the District operates on a Net 30 basis, meaning payment will be issued within 30 days from the start of the Payment Terms Period. Alternative payment terms may be negotiated on a case-by-case basis and must be documented in the contract or PO. The District will not be responsible for any late fees, interest charges, or finance fees unless expressly agreed to in writing. It is the District's policy to make payments promptly and in accordance with the terms outlined above.
13. **TAXES:** The District is exempt from the payment of any state, (under Colorado Tax Exempt #98-02408), and most municipal, sales and use taxes for materials, supplies, and equipment used in the performance under the PO, and may be exempt from federal and other taxes. The Vendor shall not include any of these taxes in any charges or invoices to the District.
14. **PRICES:** Vendor agrees, if its Bid/Proposal is accepted by the District within the time specified, to furnish the goods and/or services in strict accordance with the specifications, and at the price set forth for each item. In case of error in extension, the unit price shall prevail. If the price is omitted on the PO, Vendor's price shall be the lowest prevailing market price.
15. **ASSIGNMENT:** Except for assignment of antitrust claims, neither party to the contract created by the PO may assign any portion of the contract or PO without the prior written consent of the other party. Vendor and the District, as purchaser, recognize that, in actual economic practice, antitrust violations ultimately impact the purchaser. Therefore, in consideration of the District's issuance of the PO, Vendor hereby assigns to the District any and all claims it may have or may hereafter acquire under federal or state antitrust laws relating to the particular goods or services purchased or otherwise acquired by the District pursuant to the PO.
16. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):** All chemicals, equipment and materials proposed and/or used by Vendor in satisfaction of the terms of the PO shall conform to the standards required by OSHA.
17. **MATERIAL SAFETY DATA SHEETS (MSDSs)** shall accompany each shipment, when applicable. Failure to provide this information may result in delay of payment.
18. **COMPLIANCE WITH APPLICABLE LAW:** Vendor shall access District facilities and perform the Work in accordance with applicable state and federal law, which include, without limitation, current and future Executive Orders and public health orders issued by the State of Colorado. If there are changes in the law that impact Vendor access to District facilities or the performance of the Work, then as soon as reasonably practicable, the designated representatives shall confer about whether to terminate, suspend, or further amend the Agreement.
19. **DISTRICT'S RIGHTS IN CASE OF VENDOR NON PERFORMANCE:** If the Vendor fails to perform any obligation under this PO or Bid/Proposal (if any), the District may notify the Vendor in writing of such non-performance. If non-performance is not corrected within the time specified in the notice, the District may terminate the Vendor's right to proceed with the PO or such part thereof to which there has been delay or failure. The Vendor shall continue performance of this PO to the extent not terminated. The Vendor is liable for the costs the District incurs in procuring Goods and Services and products similar to the Goods and Services elsewhere, as well as any associated losses, damages, or administrative expenses resulting from the Vendor's non-performance. The District may withhold amounts due the Vendor as the District deems necessary to reimburse the District for excess costs incurred in curing, completing, or procuring similar Goods and Services and products.
20. **ONLINE CLICK THROUGH AGREEMENTS, CLICK-WRAPPS, AND BROWSE-WRAPPS; COLORADO STUDENT DATA TRANSPARENCY AND SECURITY ACT:** The District may, in connection with the purchase of the Goods and Services, accept Vendor Form terms and conditions by clicking through online agreements or otherwise passively accepting the Vendor Form terms or conditions of use. Any terms or conditions to which the District may consent in this manner are void ab initio to the extent such terms or conditions: (i) require the District to indemnify or hold harmless another person, or (ii) mandate binding arbitration or any other binding extra-judicial dispute resolution process, or (iii) by which the District agrees to limit liability of another person for bodily injury, death, or damage to tangible property of the District caused by such person or such person's employees or agents. If any such consent to or agreement with Vendor Forms is for school services, as that term is defined in C.R.S. §22-16-103(7)(a), or the Vendor is or becomes a school service contract provider, as that term is defined in C.R.S. §22-16-103(8), or both, then the Vendor shall comply with the requirements of C.R.S. §22-16-101 et seq.
21. **DISTRICT DATA AND DISTRICT NAME:** The District owns and continues to own all District Data. The Vendor shall securely destroy and return copies of District Data to the District upon the District's reasonable request. By issuing this PO, the District DOES NOT consent or agree to any of the following: (i) Vendor's or Vendor's subcontractors' use of District Data for its own commercial gain and benefit outside of the benefits of the PO, including, without limitation, the sale, rental, transfer, distribution, alteration, mining, or unauthorized disclosure of District Data; (ii) use of the District's name, logos, or reputation; or (iii) use of District Data to conduct External

Research. To the extent applicable to the PO and the Goods and Services, the Vendor shall comply with the following:

- 21.1 **The Family Educational Rights and Privacy Act (FERPA)**, 20 U.S.C. § 1232g and 34 CFR Part 99, concerning the confidentiality and release of student records and data, as reflected in District Policy JRA-R-JRC-E/JRA-JRC-R.
- 21.2 **The Protection of Pupil Rights Amendment (PPRA)**, 20 U.S.C. § 1232h, as reflected in District Policy JLDAC, concerning the need to obtain written consent of the parent prior to subjecting a student to a certain manner of survey, analysis, or evaluation, and concerning the provision of psychological services.
- 21.3 **The Children's Online Privacy Protections Act (COPPA)**.
- 21.4 **The Colorado Student Data Transparency and Security Act**, C.R.S. §§ 22-16-101 et seq.
- 21.5 **Data Protection Addendum**. If the Vendor will have access to District Data that includes Personally Identifiable Information (PII) or Education Records, the Vendor shall execute a separate Data Protection Addendum (DPA) with the District. In such cases, the Vendor shall comply fully with all terms set forth in the DPA, which shall take precedence in the event of any conflicting terms regarding data privacy, security, or protection.

22. GENERAL PROVISIONS:

- 22.1 **Compliance with Laws**. The Vendor shall comply with all laws that govern the PO and performance thereunder.
- 22.2 **Uniform Guidance Compliance (Federal Funds Only)**. If this PO is funded with federal funds, the Vendor shall comply with applicable provisions of the Uniform Guidance (2 CFR Part 200), including procurement standards and required contract clauses under 2 CFR §§ 200.317–200.327.
- 22.3 **Independent Contractor**. The Vendor is an independent contractor for and not an employee of the District.
- 22.4 **Insurance**. The Vendor shall obtain and maintain, at its own expense, the following insurance coverage for the duration of performance under this PO, unless otherwise specified in the Solicitation, Bid/Proposal, or contract:
 1. **Comprehensive General Liability Insurance** with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, on an occurrence basis (not claims-made).
 2. **Workers' Compensation Insurance** in compliance with the laws of the State of Colorado for any employees performing work within Colorado.
 3. **Comprehensive Automobile Liability Insurance** with a limit of liability of at least \$1,000,000 per occurrence, covering personal injury, death, and property damage.
 4. **Cybersecurity Liability Insurance** with a minimum coverage of \$1,000,000 per occurrence, covering liabilities arising from data breaches, cyberattacks, unauthorized access, or disclosure of District Data, including but not limited to legal fees, forensic investigation costs, data recovery, and notification expenses.

The Vendor shall name the District as an additional insured on all applicable liability insurance policies, as required. The Vendor shall ensure that all subcontractors carry insurance coverage that meets or exceeds the same limits and conditions required of the Vendor. Proof of insurance shall be provided to the District upon request. Additional insurance requirements may apply as specified elsewhere in this PO.

23. **AVAILABILITY AND CONTINGENCY OF FUNDS**: In accordance with Article X, Section 20(4)(b) of the Colorado Constitution, this PO shall neither create nor be construed to create any multiple-fiscal year direct or indirect District debt or other financial obligation whatsoever. Vendor recognizes that this PO is dependent upon the continuing availability and appropriation of funds beyond the term of 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 by District's Board of Education in accordance with Colorado law. Notwithstanding anything in this PO to the contrary, District retains all of its rights and immunities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
24. **INDEMNIFICATION FROM VENDOR: (not applicable where the Vendor is a Colorado governmental entity)**. In the event any goods or services sold, delivered, or performed under the PO are covered by any patent, copyright or trademark, trade secret, or application therefore, the Vendor shall indemnify and hold harmless the District from any and all loss, cost, expenses and legal fees on account of any claims, legal actions or judgments arising from the manufacture, sale, use or provision of such goods or services in violation of intellectual property rights. This indemnification also applies to claims arising from the Vendor's performance or failure to perform services, including negligence, errors, omissions, breaches of confidentiality, data protection violations, or failure to meet agreed-upon service levels. The provisions of this section shall survive the PO.
25. **INDEMNIFICATION BY DISTRICT VOID**: The District shall **NOT** indemnify, defend or hold the Vendor harmless. Any provision in any Vendor Form that attempts to require that the District indemnify, defend, or hold the Vendor or any person harmless is null and void *ab initio*.
26. **LIMITATION OF LIABILITY – NO EFFECT ON INSURANCE COVERAGE**: Any provision in the Bid/Proposal (if any) or any Vendor Forms limiting the Vendor's liability (if any) shall not affect or decrease any insurance coverage or coverage limits otherwise available. Any provision in Vendor Forms seeking to limit or disclaim the Vendor's liability shall not apply to this PO. The provisions of this subsection shall survive the PO.
27. **GOVERNING LAW AND VENUE**: All issues regarding the formation, performance and/or legal enforcement of the PO shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the PO shall be in Adams County, Colorado.
28. **GOVERNMENTAL IMMUNITY**: No term or condition of the PO shall be construed or interpreted as a waiver, expressed or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 et seq. C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

29. **NONDISCRIMINATION**: The Vendor shall comply with all applicable state and federal laws, rules and regulations, and District policies, prohibiting discrimination, intimidation, or harassment on the basis of ethnicity or race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, genetic information, age, veteran status, or disability.
30. **OPEN RECORDS LAW (CORA)**: The Colorado Open Records Act (CORA), CRS § 24-72-10 et seq., as amended from time to time, applies to the PO, the Vendor's performance, and the records and reports generated thereunder, to the extent not prohibited by federal law.
31. **PUBLIC CONTRACTS WITH NATURAL PERSONS**: This provision is required by C.R.S. §§24-76.5-101 et seq. If the Vendor is a natural person 18 years of age or older, the Vendor hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law; (ii) shall comply with the provisions of C.R.S. §§24-76.5-101 et seq., and (iii) has produced one form of identification required by C.R.S. §24-76.5-103, by the effective date of the PO.
32. **DEBARMENT AND SUSPENSION**: Vendor hereby certifies that its principals:
 - 32.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 - 32.2 Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 32.3 Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in section 32.2 of this certification; and
 - 32.4 Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
 - 32.5 Vendor further certifies that neither it nor any of its principals has been convicted of a felony under federal or state law, unless such conviction has been fully disclosed in writing to the District and the District has provided its prior written consent to proceed.
33. **BILL OF HOLD**: The District may request in writing that Vendor store Product at its facilities for a period of time prior to shipment ("Bill and Hold"). For each Bill and Hold, the District agrees that (i) the District has made a fixed commitment to purchase the Product, (ii) risk of ownership for the Product passes to the District, (iii) the District has requested that such Product be on a Bill and Hold basis for legitimate business purposes, (iv) if no delivery date is determined at the time of billing, Vendor shall have the right to ship the Product to the District within six (6) months after Vendor receives written notice of the Bill and Hold, and (v) the District will be responsible for any decrease in market value of the Product, except to the extent that such decrease is the result of Vendor's acts or omissions. Vendor shall hold the Products in accordance with applicable law, shall not redirect the Products to other customers, and shall replace any Products damaged or lost as a result of Vendor's acts or omissions. Vendor shall deliver the Products to the District on the requested delivery date.
34. **DIGITAL ACCESSIBILITY COMPLIANCE**: Vendor acknowledges and agrees that any digital tools, technologies, or electronic content provided under this PO must comply with the accessibility standards established under 8 CCR 1501-11 (Colorado Accessibility Law for State and Local Government). Vendor warrants that all web-based applications, software, digital documents, multimedia, and other electronic content comply with:
 - 34.1 Web Content Accessibility Guidelines (WCAG) 2.1 Level AA or higher, as published by the World Wide Web Consortium (W3C).
 - 34.2 U.S. Section 508 Standards for any hardware that contains a user interface.
 - 34.3 Any applicable state or federal regulations on accessibility.The Vendor shall provide a current Voluntary Product Accessibility Template (VPAT), or similar documentation, at the time of contract or purchase to demonstrate conformance. Updated documentation must be submitted upon major product changes or at the District's request. If any Goods and Services fails to meet accessibility compliance requirements or an individual with a disability requests a reasonable accommodation, the Vendor must, at its own expense, provide a compliant version or an alternative solution that ensures equal access to all users. Failure to comply with these standards may result in rejection of Goods and Services, contract termination, or other legal remedies available under state and federal law.