



PURCHASING CONTRACT

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| <p>CONTRACTOR:</p> <p>Contractor Legal Notice Recipient and Address: Legal Department Data Breach Notice: Same as Legal Notice</p> | <p>District: Jefferson County School District 1829 Denver West Drive, Bldg. 27 Golden, Colorado 80401</p> <p>District Legal Notice Recipient and Address Director of Purchasing Data Breach Notice: Executive Director, Data Security</p> |
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| <p>CONTRACT DATES AND DURATION:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Effective Date:</td> <td>The date of the last Contract signature.</td> </tr> <tr> <td>Contract End Date:</td> <td></td> </tr> <tr> <td>Contract Renewals: (If eligible)</td> <td></td> </tr> </table> | Effective Date: | The date of the last Contract signature. | Contract End Date: | | Contract Renewals: (If eligible) | | <p>CONTRACT PURPOSE:</p> <p>The District selected the Contractor using this method:</p> |
| Effective Date: | The date of the last Contract signature. | | | | | | |
| Contract End Date: | | | | | | | |
| Contract Renewals: (If eligible) | | | | | | | |

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| <p>CONTRACT MAXIMUM AMOUNT:</p> <div style="border: 1px solid black; padding: 2px; width: 80%;">\$</div> <p>The actual amount spent under the Contract may be less than but shall not exceed the Contract Maximum Amount. Prices, rates, fees, costs, and methods of payment are specified in the Statement of Performance.</p> | <p>CONTRACT TERMS AND CONDITIONS:</p> <p>The following terms and conditions govern the Contract:</p> <ul style="list-style-type: none"> ▪ The provisions of this Purchasing Contract, which include: <ul style="list-style-type: none"> ▪ The Cover and Signature Page. ▪ Mandatory Contract Terms. ▪ Statement of Performance and Payment. ▪ The General Terms and Conditions* <p>The Solicitation Documents are incorporated by reference into the Contract Statement of Performance <i>unless</i> expressly excluded. * Available at: https://www.jeffcopublicschools.org/about/finance/purchasing</p> |
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INSURANCE:

Specific coverage descriptions and requirements are located in the General Terms and Conditions. The minimum coverage amounts are required as specified below for the duration of the agreement.

Dollar amounts max per individual/per occurrence

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| <input checked="" type="checkbox"/> | General Liability | \$2,000,000/\$5,000.000 | | Cyber | \$3,000,000/\$5,000.000 |
| <input checked="" type="checkbox"/> | Workers' Compensation | As required by law | | Commercial Crime | \$1,000,000/\$2,000.000 |
| | Automobile | \$2,000,000/\$5,000.000 | | SAM | \$2,000,000/\$5,000.000 |
| | Professional Liability | \$2,000,000/\$5,000.000 | | Pollution Liability | \$2,000,000/\$5,000.000 |

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| <input checked="" type="checkbox"/> | Add District as Additional Insured to GL | | <input type="checkbox"/> Include Subrogation Waiver |
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The Parties agree to the terms and conditions of this Contract by signing below. Individuals signing on behalf of each Party represent and warrant that they are authorized to sign on behalf of and thus bind the Party for whom they are signing.

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| <p>CONTRACTOR</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p> | <p>DISTRICT</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p> | <p>DISTRICT <i>(where required per District Policy)</i></p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p> |
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Mandatory Contract Provisions

The District is a publicly governed and funded political subdivision of the State of Colorado. The following provisions are mandatory for purchasing agreements to which the District is a party. Definitions for capitalized terms appear on the District Purchasing webpage and apply.

1. Availability of Funds and Constitutional Limitations on Debt. Financial obligations of the District payable after the current Fiscal Year is contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.
2. Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in effect as of the Effective Date and thereafter enacted, including, without limitation, laws, rules, and regulations (i) applicable to discrimination and unfair employment practices; and (ii) that require the protection of personal identifying information, including student personal identifying information as defined by CRS §22-16-103(13).
3. Federal Funding. Federal grants or other federal money may pay for the Contract in whole or in part. The Federal Funding Provisions apply to the Contract. The Federal Funding Provisions appear on the District Purchasing website at <https://www.jeffcopublicschools.org/about/finance/purchasing>.
4. Governing Law and Jurisdiction; References to Law. The laws of the State of Colorado govern this Contract. A Party will bring any action to enforce its rights in a court of competent jurisdiction in Jefferson County, Colorado or, if federal jurisdiction applies, in a federal court of competent jurisdiction in the District of Colorado. All references to law refer to the law as in effect on the Effective Date and as such law may be amended, enacted, or repealed while the Contract remains in effect.
5. Governmental Immunity. The District does NOT waive any rights or other provision of and arising under the Colorado Governmental Immunity Act (title 24, article 10 of the Colorado Revised Statutes).
6. Independent Contractor. The Contractor and its employees, subcontractors, and subcontractor employees are independent contractor(s) and NOT employees of the District. The Contractor shall perform its duties as an independent contractor, pay when due all applicable employment taxes and income taxes for its employees incurred in the performance of the Contract, and provide and keep in force workers' compensation and unemployment insurance as and in the amounts required by law.
7. Open Records. CORA applies to the Contract, the Contractor's performance, and the records and reports generated thereunder, to the extent not prohibited by state or federal law. Any provision elsewhere in the Contract or any Vendor Document that purports to establish confidentiality in contravention of CORA is *void ab initio*.
8. Void ab initio. A term or condition in this Contract or any Vendor Document is *void ab initio* if the term or condition:
 - Requires the District to indemnify or hold harmless another person; or
 - Specifies that the District agrees to binding arbitration or to any other binding extra-judicial dispute resolution process; or
 - Specifies that the District agrees to limit liability of another person for bodily injury, death, or damage to property of the District that is caused by the negligence or willful misconduct of the person or of the person's employees or agents; or
 - Purports to waive, alter, or limit the application of any provision of the "Colorado Governmental Immunity Act", CRS title 24, article 10; or
 - Purports to waive, alter, or limit the application of the "Student Data Transparency and Security Act", CRS title 22, article 16; the provisions of CRS § 6-1-713 and § 6-1-713.5 relating to protection and disposal of personal identifying information; the provisions of CRS of title 24 article 73 relating to security breaches and personal information; or, upon it taking effect on July 1, 2023, the "Colorado Privacy Act", CRS title 6, article 1, part 13; or
 - Conflicts with Colorado law or rules promulgated pursuant to Colorado law or conflicts with any provision required to be included or deemed to be included in a public school contract by subsection (2)(d) of CRS §22-1-135 as of the Effective Date; or
 - Constitutes a waiver of jury trial or other legal right of the District.

Statement of Performance and Payment

WHAT IS THE DISTRICT BUYING? HOW MUCH IS THE DISTRICT PAYING?

- ➔ *List the Contractor's duties*
 - *If there was a competitive solicitation, use the solicitation SOW. Adapt labels (i.e., change "Respondent" to "Contractor" and "RFP" to "Contract.") and language around duties (i.e., replace "The Respondent is expected to..." to "The Contractor shall...").*
 - *If Services, include (as applicable):*
 - *Specific performance duties*
 - *Standards*
 - *Measurable deliverables with realistic deadlines*
 - *Reporting requirements*
 - *Professional standards*
 - *Prohibitions*
 - *Deadlines and consequences if deadlines are missed*
 - *Liquidated damages*
 - *If Goods, include (as applicable):*
 - *Quantities*
 - *Pricing per quantities*
 - *Quality*
 - *Delivery details*
 - *Description of and standards around incidental services (i.e., installation, pick-up, packaging, prep work)*
 - *Test provisions against the worst possible scenario and add language accordingly.*
 - *Test provisions against payment terms (i.e., project-based payment vs time and materials – does the performance expectation match the payment expectation)*
 - *Express duties and expectations in positive terms.*
 - *When listing details, be aware that anything not on the list is necessarily excluded (example: "The Contractor shall deliver goods of quality X" means that goods cannot be of lower or higher quality. "The Contractor shall deliver goods of quality no less than x" solves that problem).*
- ➔ *Ascertain that there are no duties on the District EXCEPT as may be necessary for the contractor to perform (i.e., building access, data delivery, coordination). Consult with Contract Administrator to properly formulate District duties.*
- ➔ *List prices, rates, fees, and other terms relating to payment. Include (as applicable):*
 - *Clarity on how payment occurs (for Services, project-based payment is preferred; include progress payment if applicable. If Time and material is unavoidable, place caps on both).*
 - *How price increases are handled in renewal years.*
 - *Remove all promise of payment that are not quantified or not quantifiable (i.e., "The District may pay for X in the future if it seems necessary").*

- *Remove travel costs and other expense reimbursement language, unless necessary as part of the deal. If so, require prior approval and other controls by the District, include a cap (i.e., "airfare not to exceed \$2,000 per session" and add the total cap to the contract maximum amount.*
- *Ensure provisions are payment after receipt of goods and services unless prepayment is required by the deal (i.e., digital tool subscriptions). If prepayment is necessary, work through what-ifs in case of contractor breach or District's termination for convenience.*
- ➔ *Add Coordinators.*
- ➔ *Address the following as applicable:*
 - *Hazardous materials handling*
 - *Delivery details*
 - *Service upon delivery details (i.e. assembling furniture)*
 - *Exclude Solicitation Documents?*
 - *Warranties*