

PURCHASE ORDER (PO) TERMS AND CONDITIONS

1. Shipment must be made to the “Ship To” address shown on the PO.
2. The district is a TAX EXEMPT organization and is not subject to Federal, State or Local taxes. ID #: 98-01858
3. Vendor must acknowledge receipt of PO and confirm the expected shipping and delivery date of the order. Vendor must notify the Buyer identified on the PO IMMEDIATELY of any backorders or the inability to meet the previously communicated shipping and/or delivery dates. This order may be terminated if delivery is not made or services are not performed by the date specified on the PO, with no penalty to the district. Delivery shall be made to the shipping address identified on the PO and shall be shipped F.O.B. DESTINATION, FREIGHT PREPAID unless otherwise stated. Time is of the essence.
4. Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the district and the vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Any and all modifications must be expressed in writing through a district issued amendment and executed by authorized district personnel prior to the enactment of such modifications.
5. 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.
6. If on site at a district facility, vendor shall carry on its work so that the premises shall at all times be clean, orderly and free from debris and, upon completion shall remove all equipment and unused materials from the project. Vendor shall take precautions to protect the district’s property and persons from damage or injury arising out of its work and shall comply with all fire, safety and other applicable regulations prescribed by any government agency and the district.
7. The vendor WARRANTS AND GUARANTEES to the district that all equipment and materials to be furnished under this proposal are free from all defects in workmanship and materials for a minimum of twelve (12) months after the district receives the equipment or materials, unless otherwise specified through a solicitation/quote.
8. Vendor certifies it shall not use on district premises any persons convicted of any felony or misdemeanor crime of unlawful sexual behavior involving children.
9. Where applicable, SAFETY DATA SHEETS (SDS) are to be furnished with the goods provided.
10. When required, vendor shall obtain, at its own expense, PROOF OF INSURANCE COVERAGE with limits identified by the district. The COI shall name ADAMS 12 FIVE STAR SCHOOLS AS AN ADDITIONAL INSURED.
11. All data sharing, use, and storage will be performed in accordance with the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 (“FERPA”) and C.R.S. § 22-16-101, *et seq.*, the Colorado Student Data Transparency and Security Act.
12. If vendor is a School Service Contract Provider – defined in C.R.S. § 22-16-103 as an entity that enters into a contract with the district to provide a website, online service, or application that is designed and marketed primarily for use in a school and collects, maintains or uses student PERSONALLY IDENTIFIABLE INFORMATION (PII), this PO is subject to the district’s Data Privacy Addendum.

13. Vendor is not currently deemed suspended, debarred and/or placed on ineligibility status under the provisions of Executive Order 12549 and 2 CFR 200.212 and the System for Award Management (SAM).
14. All materials, supplies, and equipment furnished or services performed under the Terms and Conditions of this PO shall be provided in strict compliance with the terms, conditions and requirements of the original district issued solicitation (if applicable), related addendum and any related contract documents and the specifications specified in those documents. Final acceptance is dependent upon completion and satisfaction of all applicable inspection procedures. Should the services rendered or the merchandise furnished fail to meet all inspection requirements, the district reserves the right to reject the goods or services and cure the defect at the vendor's expense. The settlement of a PO terminated or cancelled for the convenience of the district, not involving delay or late delivery shall not exceed a reasonable re-stocking charge.
15. Vendors providing services certify, warrant, and agree that they do not knowingly employ or contract with any UNDOCUMENTED WORKERS who shall perform work under this agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this agreement, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c). Vendors providing services shall not knowingly employ/contract with undocumented workers to perform work under this agreement or enter into a contract with a subcontractor that fail to certify to Vendor that the subcontractor shall not knowingly employ or contract with an undocumented worker to perform work under this agreement.
16. In the event there are any inconsistencies between the terms and conditions found within the PO and a corresponding contract (if applicable), the provisions of the contract shall prevail.