

COLORADO DEPARTMENT OF EDUCATION
201 EAST COLFAX AVENUE
DENVER, CO 80203-1799

IMPORTANT

The PO # and LINE # must appear on all invoices, packing slips, cartons and correspondence.



PURCHASE ORDER
STATE OF COLORADO

Buyer: Lorena Aguilar
 Phone Number: (303) 866-2766
 Agency Contact: Tricia Majors
 Phone Number: (303) 866-6678

PO #: PO DAA 2016-0606-C1
 Change Order #1
 State Award #: N/A

Vendor Contact: Juliana Broste
 Phone: (303) 956-0909
 Fax:
 E-Mail: travelingjules@gmail.com

BID #: N/A

V
 E Juliana Broste
 N DBA TravelingJules Productions, LLC
 D 1475 Degany St., #806
 O Denver, CO 80202
 R

Invoice To:
 Colorado Department of Education
 1580 Logan Street, Suite 550
 Denver, CO 80203
 ATTN: Tricia Majors

Payment will be made by this agency

Ship To:
 Colorado Department of Education
 1580 Logan Street, Suite 550
 Denver, CO 80203
 ATTN: Tricia Majors

Instructions To Vendor:

1. If for any reason delivery of this order is delayed beyond the delivery/installation date shown, please notify the agency contact named at the top left. (Right of cancellation is reserved in instances in which timely delivery is not made.)
2. All chemicals, equipment and materials must conform to the standards required by OSHA.
3. NOTE: Additional terms and conditions on reverse side.

Delivery / Start-End Date: 03/08/16 - 10/31/16
 F.O.B.: Destination - State pays no freight

Special Instructions:

1. Change Order # 1 to 1) to extend the performance period to October 31, 2016, replaced Statement of Work (Exhibit B) with Statement of Work (Exhibit B1). All other PO Terms and Conditions remained unchanged.

Line Item	Commodity/Item Code	Unit of Measurement	Quantity	Unit Cost	Total Item Cost
01	Provide Videographer Services	SOW	1.00	\$0.00	\$0.00

- All references to additional taxes are hereby stricken from all exhibits and attachments. All rates are as is and ARE NOT subject to change.
- This rate includes all costs incurred by the vendor. No additional costs, such as travel or other expenses, will be reimbursed.
- Payment will be made upon satisfactory delivery of goods and/or completion of services and receipt of correct vendor invoice.
- Vendor invoices must be received no later than thirty (30) calendar days from the delivery of goods, completion of services, or the end of the billing period(s) indicated in the Statement of Work. It is the responsibility of the vendor to ensure that invoices are received at the "Invoice To" location above within the time frame specified.
- THIS PURCHASE ORDER IS NOT EFFECTIVE UNTIL SIGNED BY A DELEGATED PURCHASING AGENT. UNDER NO CIRCUMSTANCES SHALL THE GOODS AND/OR SERVICES BE ORDERED OR PERFORMED PRIOR TO THE PO EFFECTIVE DATE, OUTSIDE OF THE PO DELIVERY/START-END DATE(S), NOR EXCEED **\$10,000.00** WITHOUT PRIOR WRITTEN AUTHORIZATION FROM CDE PURCHASING.

DOCUMENT TOTAL = \$0.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS

BY SIGNING THE PURCHASE ORDER, VENDOR AFFIRMS THAT IT HAS RECEIVED, UNDERSTANDS, AND SHALL FULLY COMPLY WITH ALL REQUIREMENTS AS DETAILED BY THE "CONFIDENTIALITY AND PROTECTION OF IDENTIFIABLE INFORMATION ADDITIONAL TERMS AND CONDITIONS."

For the Vendor
Juliana Broste 6/1/16
 Authorized Signature Date

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS

For the State of Colorado
Lorena Aguilar 6/29/16
 Authorized Signature Date

Purchase Order Terms and Conditions

1. Offer/Acceptance. If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof. **2. Safety Information.** All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery. **3. Changes.** Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section. **4. Delivery.** Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to buyer's acceptance. If vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence. **5. Intellectual Property.** Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements. **6. Quality.** Buyer shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified. **7. Warranties.** All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("CUCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications. **8. Inspection and Acceptance.** Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights, including those provided in the CUCC. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, buyer may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity. **9. Cash Discount.** The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized buyer representative. **10. Taxes.** Buyer and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II]. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to buyer. Buyer shall not reimburse such sales or use taxes. **11. Payment.** Buyer shall pay vendor for all amounts due within 45 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to buyer's obligation to pay all or a portion of the amount due. Vendor shall invoice buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. **12. Vendor Offset.** [Not Applicable to Inter-governmental POs] Under CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action. **13. Assignment and Successors.** Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of buyer. This PO shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to buyer. **14. Indemnification.** If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless buyer, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO. **15. Independent Contractor.** Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise

provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by buyer, and (c) be solely responsible for its acts and those of its employees and agents.

16. Communication. All communication concerning administration of this PO, prepared by vendor for buyer's use, shall be furnished solely to purchasing agent.

17. Compliance. Vendor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

18. Insurance. Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide proof of such coverage as requested by purchasing agent.

19. Termination Prior to Shipment. If vendor has not accepted this PO in writing, buyer may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.

20. Termination for Cause. (a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, buyer may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by buyer in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) Buyer may withhold amounts due to vendor as buyer deems necessary to reimburse buyer for excess costs incurred in curing, completing or procuring similar goods and services. (c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC or this clause, buyer determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of buyer and vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.

21. Termination in Public Interest. Buyer is entering into this PO for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this PO ceases to further the public policy of the State, buyer, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of buyer's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, buyer shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, buyer shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. Buyer's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS §24-106-101, upon request of buyer.

22. PO Approval. This PO shall not be valid unless it is executed by purchasing agent. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

23. Fund Availability. Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

24. Choice of Law. State laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against buyer.

25. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and buyer within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the buyer a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., buyer may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.

26. Public Contracts with Natural Persons. Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the PO.

Colorado Department of Education (CDE)
Purchase Order (PO) # PO DAA 2016-0606-C1
Exhibit B1

VENDOR INFORMATION

Legal business name: Juliana Broste
DBA (if any): TravelingJules Productions, LLC
Address: 1475 Delgany St. #806, Denver CO 80202
Phone: (303) 956-0909
Vendor contact name: Juliana Broste
Vendor contact e-mail: travelingjules@gmail.com

The following details the agreement between CDE and Vendor.

Project start date: March 08, 2016 **Project end date:** October 31, 2016

Total dollar amount of project (up to, but not to exceed): \$10,000.00

Description of service(s) to be performed:

Background

To support educators across Colorado in the implementation of high quality feedback and evaluation systems, the Colorado Department of Education (CDE) wants to create a sustainable professional learning support system for school districts. A key focus area for this goal is in providing high quality videos of teaching practices that will allow educators to watch videos of teaching, calibrating what they are seeing to the State Educator Quality Standards, and seeing high quality examples of accomplished teaching practices. In addition to using video for professional learning purposes, using videos of classroom instruction also provides a training tool and opportunity for evaluators to calibrate their ratings with each other or an expert to build inter-rater agreement and consistency of ratings.

To reach the CDE's goal of creating high quality teaching videos, CDE is contracting with TravelingJules Productions, to provide videographer services and film Colorado teachers.

Vendor shall:

- A. Coordinate with CDE to set up filming schedules within the first two weeks of the PO start date. This will involve coordination between the vendor, the Educator Effectiveness unit and the teacher being filmed.
 - 1. Travel to multiple regions of Colorado to film teachers.
 - a. Filming locations shall take place in school districts, around the state during the months of March 2016 through June 2016. This schedule is still yet to be determined. CDE will confirm the teachers and location to be filmed.

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Exhibit B1**

- B. Film Colorado teachers throughout the state as directed by CDE. Filming will consist of a classroom lesson and reflection on the lesson with the school principal when possible. A single teaching case will focus on one teacher and the interactions with their students throughout the school year. Filming shall include the following:
1. Capture by filming all Pre-Interviews, Classroom lessons, and Post Interviews with teachers, as requested by CDE.
 2. Capture by filming all Pre-Interviews and / or Post Interviews with teachers and the school principal, as requested by CDE.
 3. After each filming, the vendor shall provide raw video on both a master and back up external hard drive and submit to CDE for review and approval, within two weeks of each scheduled film.

Rate(s)/Billing/Payment Schedule:

1. Vendor will be paid a total not to exceed amount of \$10,000.00 upon receipt of an acceptable invoice as follows.

Deliverables	Cost
Camera Operator (Daily Rate) Overtime will begin at 1.5x for the first two hours, and 2x for the additional hours Basic Equipment Kit – Included	\$1,100
CDE Equipment Rental A (Daily Rate)	\$200
CDE Equipment Rental B (Daily Rate)	\$450
Multi-Day Rate, 2 Days	\$300
Multi-Day Rate, 3 Days	\$250
CDE Equipment Rental C (Daily Rate)	\$800
Multi-Day Rate, 2 Days	\$475
Multi-Day Rate, 3 Days	\$375

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Exhibit B1

2. Vendor shall invoice and be paid based upon successful completion of services and CDE acceptance of completed work.
3. Vendor invoice shall be as detailed as necessary to explain the total cost reimbursement requested and include breakout of work completed.
4. The price includes all costs incurred by the vendor in the performance of the work. No additional costs will be reimbursed.

This document by itself is not a legal document. This Statement of Work must be attached to an official State of Colorado Department of Education Purchase Order (PO), signed by a delegated purchasing agent, to be legally binding.

No vendor signature is necessary. By performing the work identified in this Statement of Work, the vendor has accepted the terms of this agreement. In the event that the vendor does not agree with the Statement of Work and/or the terms and conditions of the PO, **do not perform any work** and immediately contact the CDE Contact Person or Buyer identified on the front of the PO.

To receive payment for services rendered, the vendor must submit an invoice to CDE indicating the specific services performed, along with applicable rates as identified above, and reference the assigned PO number and PO Line number. If there are specific costs that will be reimbursed as identified above (e.g. – expenses), the vendor must attach all applicable receipts.

*** * * Vendor is considered an independent contractor and not a state employee. * * ***