



PURCHASING DEPARTMENT
555 S. Howes Street
FORT COLLINS, CO 80523-6010

DATE

12/20/10

DOCUMENTED QUOTE

QUOTE NUMBER

D900698

RESPONSE DUE BY:

01/10/11 **DATE**

3:00 PM **TIME**

EXPECTED DELIVERY DATE:

PURCHASING CONTACT / PHONE:

FARRAH BUSTAMANTE (970) 491-1992

FAX: (970) 491-5523

THIS IS NOT AN ORDER

IT IS EQUALLY IMPORTANT THAT YOU SIGN THIS FORM
IN ORDER FOR THE UNIVERSITY TO CONSIDER YOUR
BID.

V
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R

PLEASE TYPE VENDOR NAME AND ADDRESS

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			Colorado State University Parking Permits per the attached specifications.		

ALL BIDS SHALL BE F.O.B. COLORADO STATE UNIVERSITY, FORT COLLINS, COLORADO UNLESS OTHERWISE INDICATED.
BIDS MAY BE AWARDED EITHER BY ITEM OR BY LOT, WHICHEVER IS TO THE ADVANTAGE OF THE UNIVERSITY.

TO BE COMPLETED BY VENDOR	SUPPLIER'S TERMS	PRINTED/TYPED NAME OF SIGNER	TELEPHONE NUMBER
	SUPPLIER'S DATE OF DELIVERY	AUTHORIZED SIGNATURE (REQUIRED)	TITLE
	F.E.I.N. #	EMAIL ADDRESS	



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	F.E.I.N. #	EMAIL ADDRESS	

Documented Quote #D900698 Printing and Fulfillment of Parking Permits

Colorado State University – Parking Services seeks to procure a single vendor for printing and fulfillment of four types of parking permits: re-positional, hangtag, sticker and window permits. The vendor must have the ability to print and provide fulfillment distribution services of the parking permits from data supplied by CSU-Parking Services via the T2 parking software system and all submissions must be compatible with this system. This is an all or none bid. No portion of this requirement will be split. For the bid to be considered, the Vendor must have the capacity to furnish all items according to the specifications.

Inadequate facilities or failure to comply with any of the bid requests could be grounds for elimination of a bidder from consideration.

Read all requirements carefully. Failure to provide all requested information may be grounds for elimination of your bid response from consideration.

The agreement period shall be for one (1) year, beginning January 17, 2011 through January 16, 2012 with the possibility of four 1-year renewals.

Factors for Consideration

Factors to be considered in evaluating bids include, but are not limited to:

1. Conformance to specifications and requirements
2. Cost
3. Stock and reproduction quality of the samples submitted
4. References
5. Security of facility

Proofs

The Vendor shall furnish initial PDF proofs via E-mail to verify all permit elements are included and accurately placed in the permit layout, followed by a hard copy proof of the final layout in color. In addition, imprint proofs will be provided to verify all variable data placement to Colorado State University prior to the final data printing. Imprint proof layouts will be provided to Colorado State University in the format that will be set up on the actual permit. Imprint proofs **must** be provided in PDF format.

Samples

Vendor must provide five samples of each parking permit, from different customers and on the material specified, for your bid to be considered.

Samples must be furnished that are compatible with, and proven on, the T2 Systems parking software system called Permit Direct.

Press Checks

Colorado State University reserves the right to inspect the bidder's method of production on site to ensure compliance with all provisions of the bid specifications. This on site visitation would be at the discretion of Colorado State University, and would not be of any additional charge to the University. This on site visitation would be limited to two times per calendar year with up to four individuals from the University included. This would include round trip transportation, lodging, and meal expenses.

Fulfillment

University customers must be able to order their permit online via the T2 Systems software and the successful vendor must be able to capture that information and ship the permits directly to the requesting customer.

Re-positional Permits (Re-positionable Dry Seal Stickers)

Design and Size

The design and size of these repositionable permits shall be 2 inches wide x 3 inches long. All artwork and numbering shall be printed on the shiny side of the material. Instructions shall be printed on the back of permit on opaque backing.

Color

All repositionable permits shall be made using fade resistant inks. Color shall be guaranteed not to fade and to remain in good legible condition for a period of twelve months after being placed in use on a vehicle. Specific color samples will be furnished to the vendor.

Materials

All repositionable permits shall be manufactured using a tough, transparent high grade polymer (4 mil thickness) clear hard vinyl that is flexible, with a colorless low-tack (removable) pressure sensitive adhesive which is protected by an easy-release, moisture-resistant, clear, lay-flat liner, which resists curl and allows reading of barcode through liner. Must be guaranteed; no loss of tack strength due to extreme heat or cold. Material must resist creasing or tearing and no loss of tack strength due to water, soap and ordinary household chemicals. The finished permit will include an anti-fraud, anti-duplication technology and variable information encoding, barcodes and sequencing. Invalid, expired or stolen permits must be easily detectable.

The repositionable permits shall be designed for inside-windshield application, and are easy to remove and re-apply to a smooth, contaminant-free interior glass surface. These decals exhibit high

heat, abrasion, solvent and sunlight resistance and will not show discoloration, cracking, blistering or loss of adhesion for a period of one year.

Weathering Qualities

The permits shall be guaranteed not to fade, crack and shall remain colorfast for a minimum of one year. The permits must be guaranteed to perform satisfactorily in the heat and not to break in the cold and withstand the general intended use with daily handling and transferring. All printing and numbering on permits shall use sun resistant inks that will remain in good legible condition for a permit period of one (1) year after the permit has been in use on a vehicle.

Security (Hologram Foil)

The repositionable permit must have a prismatic security foil image that shows through the front, and back side of the sticker in the expiration strip at the left side of the permit. Expiration strip shall be security 1 foiled strip with solid black **“EXPIRES: 07.31.2012”**. Permit design will require exclusive hologram Foil (security 1). Foil must be an exclusive 2D/3D foil, which is made exclusively for security purposes. Vendor must furnish evidence that the foil material to be used is an exclusive product and not available for purchase to the general population. Metalized foil, metallic ink, pigment or bronze base foils are not acceptable.

Numbering

Repositionable permits shall be consecutively numbered on the face (sheen side), in accurate sequences, as indicated on the attached sheets using numerals of customer choice. Permit number shall be continuous (no breaks or spaces) and of the same size and type font. Erasures, strikeovers and misprints shall not be accepted. Vendor shall guarantee no missing or duplicate numbers on all permits. The mere listing of missing numbers is not acceptable. Security and supervision must be provided by the vendor to assure that all permits are delivered and that only one copy of each numbered permit is produced.

Bar Code

Bar-coded number to be on the face of each permit, and on the piggy back labels applied to poly bag. Bar code will be Black on white in Code (39) 3 of 9 low density bar code (numeric & alphanumeric) as per example provided (12A0001). Barcode is to be printed with laser quality graphic image. Dot-matrix or similar method for printing barcodes is not acceptable. Barcode will be printed on the front side of the permit.

Packaging

Each permit is to be packaged in individual continuous poly packets and boxed in quantities up to 500 per box. Each box must be labeled on the outside specifying the type of permit (alpha) and the lowest and highest number contained therein. Boxes to be sealed with safety tape.

Changes to Re-positional Permits (Re-positionable Dry Seal Stickers)

The below changes are to be made to the 2011-2012 permits. 2010-2011 sample permits are

attached for reference.

Front

Change – Black & White photo of our New Garage (Lake Street Garage) in the background. The color of each permit will be on the entire permit with the black/white photo of the Lake Street Garage, except for the barcode.

Change the 11 to 12.

Change the permit numbering from 11 to 12 (example 12A0001), and move to the top left of the permit.

Change the bar-coding to reflect the change in permit numbering (example 12A0001), and move to the top left of the permit.

Change expiration date to 07.31.2012 on the following permits - A, B, AD, BF, D, F, H, J, Q, W, X, Z.

Change the expiration date to 12.31.2011 Semester A, and Semester Z (these are the ones with the red stripes).

Back

Change - the expiration (EXPIRES 07.31.2012 - same as the front) strip with the security a foiled strip with solid black, on the back right side of the permit.

Poly Bags - Change the bar-coding and numbering to reflect the change in permit numbering (example 12A0001) on the piggy back labels.

Re-positional Permits (Re-positionable Dry Seal Stickers) Usage for 2010-2011

Permit Type	Color	# of Permits	Permit Numbering
"A"	Lt Blue	5,200	10A0001 -- 10A5200
Semester "A"	Lt. Blue & Red	250	10A8001 – 10A8250
"AD"	Dk. Green	40	10AD001 – 10AD040
"B"	Lt Blue & White	500	10B0001 -- 10B0500
"BF"	Gold	300	10BF001 – 10BF300
"D"	Lt Blue	40	10D0001 -- 10D0040
"F"	Lt Blue	70	10F0001 -- 10F0070

"H"	Lt Blue	150	10H0001 -- 10H0150
"J"	Red	250	10J0001 -- 10J0250
"Q"	Lt Green & White	1,200	10Q0001 -- 10Q1200
"W"	Lt Green & White	650	10W0001 --10W0650
"X"	Lt Green	2,000	10X0001 -- 10X2000
"Z"	Yellow	7,500	10Z0001 -- 10Z7500
Semester "Z"	Yellow & Red	1,000	10Z8001 -- 10Z9000
Total Re-positional Permits		19,050.00	

THE ESTIMATES OF PURCHASE AND USAGE OF PARKING PERMITS AND RELATED SERVICES INCLUDED IN THIS DOCUMENTED QUOTE ARE ESTIMATES ONLY. PARKING PERMITS AND RELATED SERVICES PURCHASED UNDER ANY AGREEMENT RESULTING FROM THIS DOCUMENTED QUOTE MAY BE MORE OR LESS THAN THE ESTIMATES PROVIDED IN THIS DOCUMENTED QUOTE. COLORADO STATE UNIVERSITY DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT CSU WILL PROCURE ANY PARTICULAR DOLLAR VALUE OR ANY PARTICULAR QUANTITY OF PARKING PERMITS OR RELATED SERVICES UNDER ANY AGREEMENT RESULTING FROM THIS DOCUMENTED QUOTE.

Bumper Sticker Permits (Detex Reflective Stickers)

Design and Size

The design and size of these bumper sticker permits shall be according to the attached drawings and these specifications. All permits shall be 1 inch wide x 1 3/8 inches long. Instructions shall be printed on back of permit on opaque backing. The Colorado State University @logo is black lettering. All other printing/wording in Black i.e.: **"EXPIRES JULY 31, 2012"**, permit letter and number (12M0001) in 2/8 inch black print. All wording on the back of permit is to be in black and to be printed on a reflective white background. Colored example of permit provided.

Color

Color should be Fade Resistant ink color. All bumper sticker permits shall be made using fade resistant inks. Color shall be guaranteed not to fade and to remain in good legible condition for a period of twelve months after being placed on vehicle.

Materials

Motorcycle bumper sticker parking permits to be constructed with 3M type reflex-reflective material

for use as reflective annual stickers on outside motorcycle bumpers or windows. The sheeting should be pre-coated with pressure sensitive adhesive protected by a removable paper liner which is scored to facilitate removal. Parking stickers manufactured of this material shall be moisture resistant, free from ragged edges, cracks and blisters.

The permit shall be clear coated after all printing and numbering is completed. This clear coat to be as recommended by the processor to be compatible with the sheeting and shall remain clear while providing additional abrasion resistance.

Weathering Qualities

The parking sticker shall be guaranteed not to fade, crack or peel and shall remain in legible condition for one year of use. They shall be further guaranteed, when properly applied, to adhere for one year. Once permits are mounted, according to the application instructions, they should be very difficult or impossible to remove in one piece.

Numbering

Stickers shall be consecutively numbered on the face (sheen side), in accurate sequences, as indicated on the attached sheets using numerals of customer choice. Permit number shall be continuous (no breaks or spaces) and of the same size and type font. Erasures, strikeouts and misprints shall not be accepted. Vendor shall guarantee no missing or duplicate numbers on all permits. The mere listing of missing numbers is not acceptable. Security and supervision must be provided by the vendor to assure that all permits are delivered and that only one copy of each numbered permit is produced.

Bar Code

Bar-coded number of each permit on piggy back labels applied to poly bag. Bar code will be Black on white in Code (39) 3 of 9 low density bar code (numeric & alphanumeric) example (12M0001). Barcode is to be printed with laser quality graphic image. Dot-matrix or similar method for printing barcodes is not acceptable.

Packaging

Each permit to be packaged in individual continuous poly packets and boxed. Each box is to be labeled on the outside specifying the type of permit (alpha) and the lowest and highest number contained therein. Boxes to be sealed with safety tape.

Changes to Bumper Sticker Permits (Detex Reflective Stickers)

The below changes are to be made to the 2011-2012 permits. 2010-2011 sample permits are attached for reference.

Change color to TDB-previous year was Gold.

Change expiration to July 31, 2012.

Change the bar-coding to reflect the change in permit numbering (example 12M0001).

Poly Bags - Change the bar-coding and numbering to reflect the change in permit numbering (example 12M0001) on the piggy back labels.

Bumper Sticker Permits (Detex Reflective Stickers) Usage for 2010-2011

Permit Type	Color	# of Permits	Permit Numbering
"M"	Dk. Green Fade Resistant Ink	250	10M0001 -- 10M0250
Total Bumper Sticker Permits		250	

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Hangtag Permits (Hangtuf)

Design and Size

The design and size of the hangtag permit shall be 2 ¾ inches wide x 5 inches long with four rounded corners. For easy application - to hang from rearview mirror. These are for interior use, specifically from the rearview mirror where viewed from the outside.

Color

Color is to be a Dark Green. The color shall be guaranteed not to fade and to remain in good legible condition for a period of twelve months after being placed in use on a vehicle.

Materials

The material shall be manufactured using (Tri-Plex material, with a total thickness of 30-mil. Tri-Plex construction will exhibit no color change when tested 400 hours AATTC, 16-A method and will develop only minimal curl in sunlight for one (1) year.) Minimal curl will be 3/8" in the 2 ¾" dimension when exposed to sunlight in use on an automobile rearview mirror.

Weathering Qualities

The permits must be guaranteed to perform satisfactorily in the heat and not to break in the cold and withstand the general intended use with daily handling and transferring. All printing and numbering on permits shall do done using sun resistant inks that will remain in good legible condition for a period of one (1) year after permit has been in use on vehicle.

Security (Holographic Foil)

The following Holographic Foil – P153 S210 to be used with the Colorado State University Logo (same CSU Logo used for the Repositionable Permit). All Tri-Plex Hangtags shall have a printed strip Holographic Foil permanently attached to the permit's front face. Security and supervision must be provided by the vendor to assure that all permits are delivered and that only one copy of each numbered permit is produced. Guarantee of no missing or duplicate numbers on all permits is required.

Numbering

The permit shall be designed to hang from the rearview mirror, in accurate sequences, as indicated. Permit number shall be continuous (no breaks or spaces) and of the same size and type font. Erasures, strikeovers and misprints shall not be accepted. Vendor shall guarantee no missing or duplicate numbers. The mere listing of missing numbers is not acceptable. Security and supervision must be provided by the vendor to assure that all permits are delivered and that only on copy of each numbered permit is produced.

Bar Code

Bar-coded number of each permit on piggy back labels applied to poly bag. Bar code will be Black on white in Code (39) 3 of 9 low density bar code (numeric & alphanumeric) example (12AD0001). Barcode is to be printed with laser quality graphic image. Dot-matrix or similar method for printing barcodes is not acceptable.

Packaging

Each permit is to be packaged in individual continuous poly packets and boxed. Each box is to be labeled on the outside specifying the type of permit (alpha) and the lowest and highest number contained therein. Boxes to be sealed with safety tape.

Changes to Hangtag Permits (Hangtuf)

The below changes are to be made to the 2011-2012 permits. 2010-2011 sample permits are attached for reference.

Front

Change Expires: 07.31.2012.

Change the numbering to 8 digits (example 12AD0001).

Change the bar-coding to reflect the change in permit numbering (example 12AD0001).

Back

Change numbering to 8 digits (example 12AD0001).

Poly Bag - Change the bar-coding and numbering to reflect the change in permit numbering (example 12AD0001) on the piggy back labels.

Hangtag Permits (Hangtuf) Usage for 2010-2011

Permit Type	Color	# of Permits	Permit Numbering
"AD"	Dk. Green Fade Resistant Ink	40	10AD0001–10AD0040
Total Hangtag Permits		40	

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Window Permits (Dry Seal Stickers)

Design and Size

Use material which is designed for use as annual stickers on inside automobile windows. The sheeting is to be pre-coated with pressure sensitive adhesive protected by a removable paper liner which is scored to facilitate removal. Parking stickers manufactured of this material shall be moisture resistant, free from ragged edges, cracks and blisters. They shall not craze, check, nor flake. Permit size: 1 ¾ inches high (length) by 3 inches wide (width). Color should be Fade Resistant ink color on Dry Seal background.

Color

Background for the parking zone letter designator box is to be determined (previous year was BR. Pink) Fade Resistant Ink and parking zone letter to be reversed out in white. The COLORADO STATE UNIVERSITY@ logo, and the permit wording (as noted on face of each example) is to be Black ink. All other printing/wording in Black i.e.: **EXPIRES JULY 31, 2012"**, permit letter and number and its surrounding box (12U0001), PEEL LINER FROM FACE OF PERMIT, etc. instructions. All wording on the back to be in Black - please note that wording is different on each permit. All permits to be printed on Dry Seal White Background.

Materials

Dry Seal Fade Resistant material shall include a pre-coated pressure sensitive adhesive which can be applied without the necessity for additional adhesive, water, or other solvents or heat techniques. This pre-coated adhesive must permit application at temperatures as low as 32~f. The protective

liner used shall be an easy-release type and shall be removed by peeling, without the use of water or other solvents. The parking permit shall be guaranteed not to fade, crack or peel and shall remain in legible condition for one year of use. They shall be further guaranteed, when properly applied, to adhere for one year.

Weathering Qualities

The parking sticker shall be guaranteed not to fade, crack or peel and shall remain in legible condition for one year of use. They shall be further guaranteed, when properly applied, to adhere for one year. Once permits are mounted, according to the application instructions, they should be very difficult or impossible to remove in one piece.

Numbering

Window permit shall be consecutively numbered on the face (sheen side), in accurate sequences, as indicated on the attached sheets using numerals of customer choice. Permit number shall be continuous (no breaks or spaces) and of the same size and type font. Erasures, strikeouts and misprints shall not be accepted. Vendor shall guarantee no missing or duplicate numbers on all permits. The mere listing of missing numbers is not acceptable. Security and supervision must be provided by the vendor to assure that all permits are delivered and that only one copy of each numbered permit is produced.

Packaging

Each permit to be packaged in individual continuous poly packets and boxed. Each box must be labeled on the outside specifying the type of permit (alpha) and the lowest and highest number contained therein. Boxes to be sealed with safety tape.

Bar Code

No bar-coded piggy back labels for these four permits needed.

Changes to Window Permits (Dry Seal Stickers)

The below changes are to be made to the 2011-2012 permits. 2010-2011 sample permits are attached for reference.

Front

Color change to be determined (previous year was Bright Pink).

Change expiration date to EXPIRES July 31, 2012.

Change Permit numbering (example 12U0001)

Back

No Changes

Window Permits (Dry Seal Stickers) Usage for 2010-2011

Permit Type	Color	# of Permits	Permit Numbering
"T"	Yellow Fade Resistant Ink	230	11I0001 -- 11I0230
"S"	Yellow Fade Resistant Ink	800	11S0001 -- 11S0800
"T"	Yellow Fade Resistant Ink	900	11T0001 -- 11T0900
"U"	Yellow Fade Resistant Ink	225	11U0001 -- 11U0225
Total Window Permits		2,155	

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Delivery

Delivery for all types of permits ordered should be accomplished no later than the end of January 2011.

Deliver to:
Colorado State University - Parking Services
200 West Lake Street
6012 Campus Delivery
Fort Collins, CO 80523-6012

Pricing

Prices must be inclusive of all costs. Shipments must be FOB Colorado State University, where applicable.

Colorado State University is a Colorado sales tax exempt entity. A sales tax exemption certificate will be provided to the successful vendor on demand. If your state does not recognize our tax exemption status then your price will be deemed to already include any and all sales or use taxes imposed.

Vendors may submit their own quote forms but only in addition to, and not in lieu of the below.

	19,000	Plus 100s	Minus 1000s
Re-positional Permits (Re-positionable Dry Seal Stickers)	\$	\$	\$

	250	Plus 50s	Minus 50s
Bumper Sticker Permits (Detex Reflective Stickers)	\$	\$	\$

	50	Plus 10s	Minus 10s
Hangtag Permits (Hangtuf)	\$	\$	\$

	2100	Plus 50s	Minus 50s
Window Permits (Dry Seal Stickers)	\$	\$	\$

Inquiries

All questions pertaining to this solicitation must be submitted in writing to
Farrah.Bustamante@ColoState.Edu

The subject line of all inquiries should read “D900698 Parking Permits.”

Administrative Information

This solicitation is subject to the Colorado State University General Conditions for Invitation for Bid and Documented Quote. The conditions are attached as reference.

A University Purchase Order will be issued to the successful vendor. The Colorado State University Purchase Order Terms and Conditions are attached for reference.

Documented Quote Submission

2 copies (total), including the original, must be sealed in a package with “DQ # D900698, January 10, 2011, 3:00 p.m.” in the lower right hand corner. Each copy of the response shall include the Bidders complete price response.

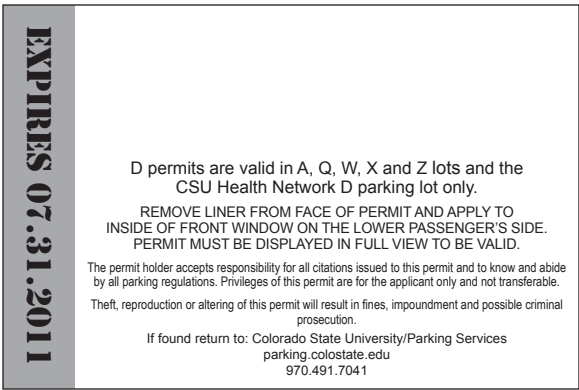
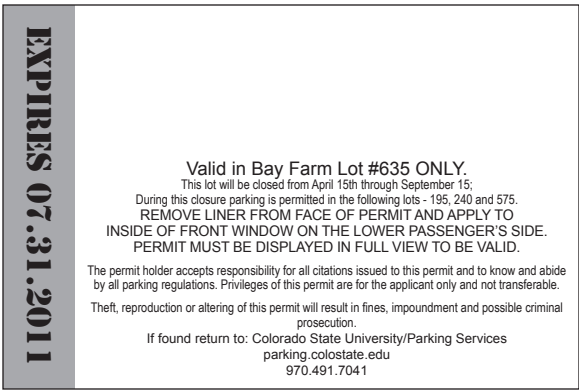
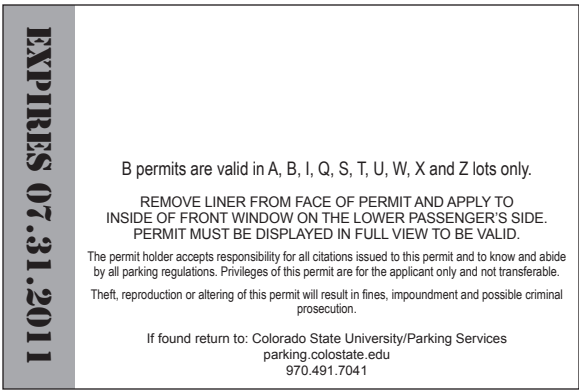
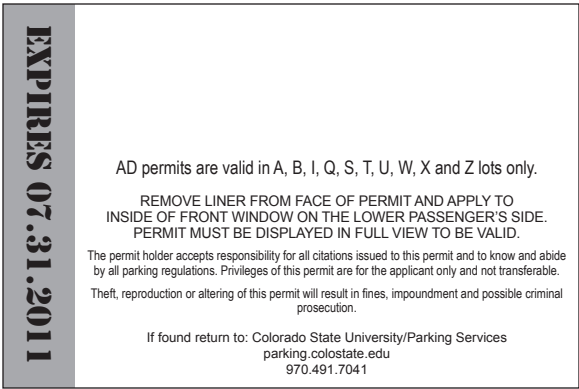
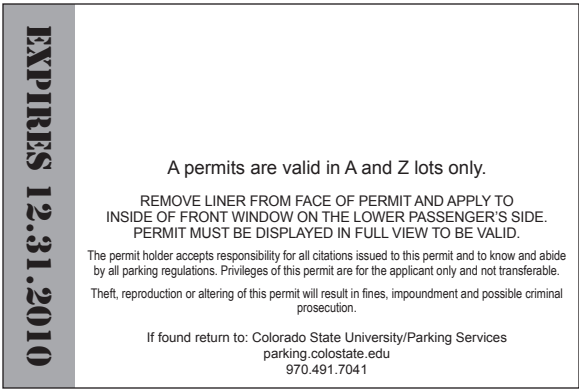
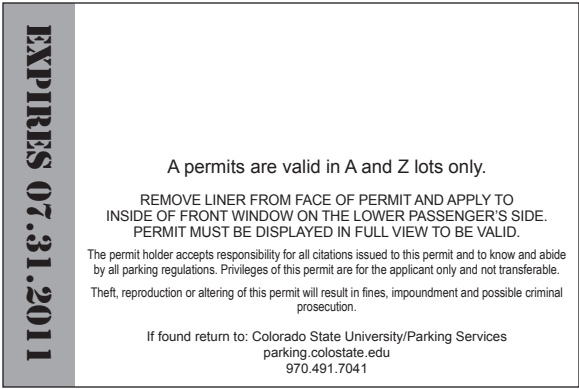
The documented quote response package must be received on or before 3:00 p.m. on January 10, 2011. It is the responsibility of the Bidder to ensure that the documented quote package arrives in the University Purchasing Department prior to Opening Time.

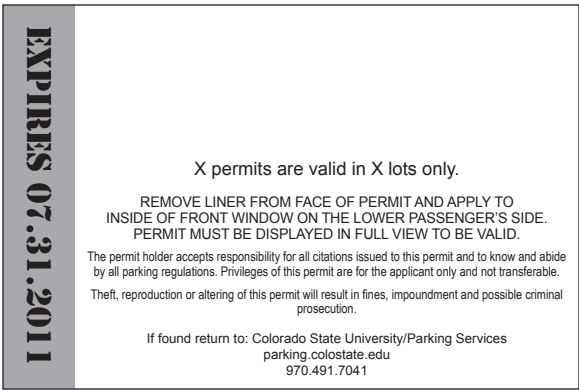
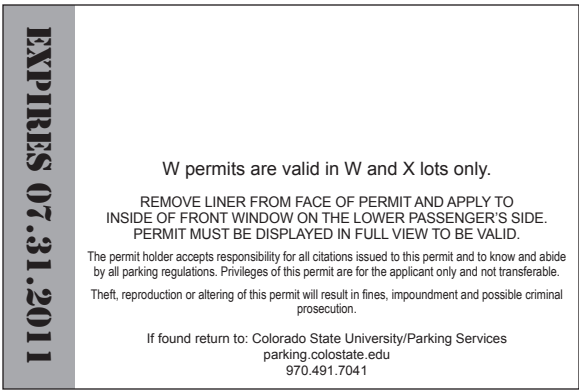
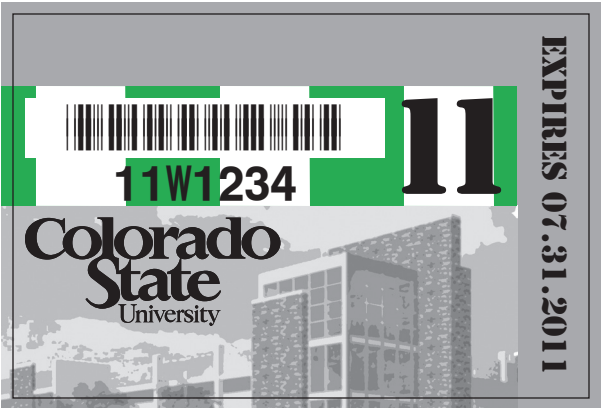
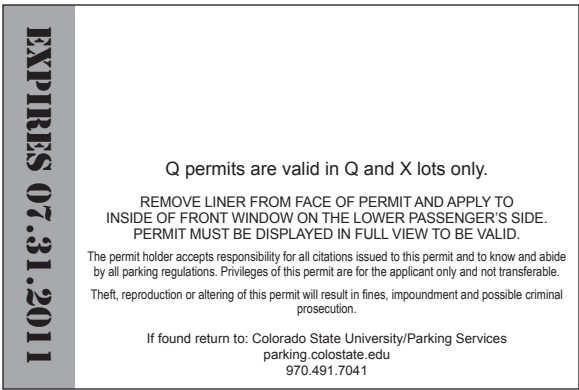
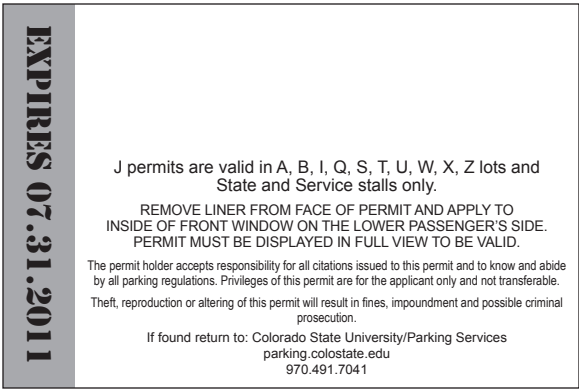
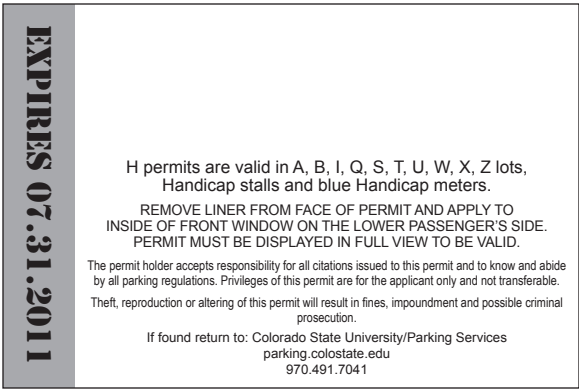
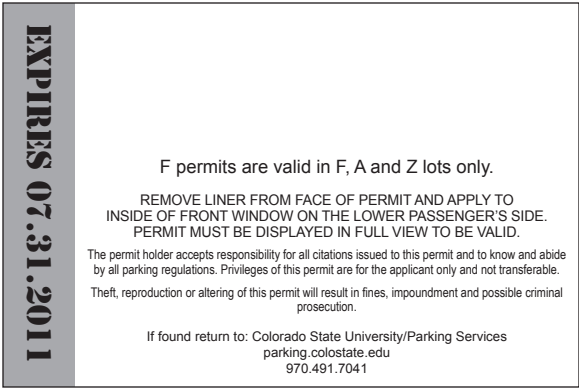
The documented quote package should be delivered or sent by mail to:

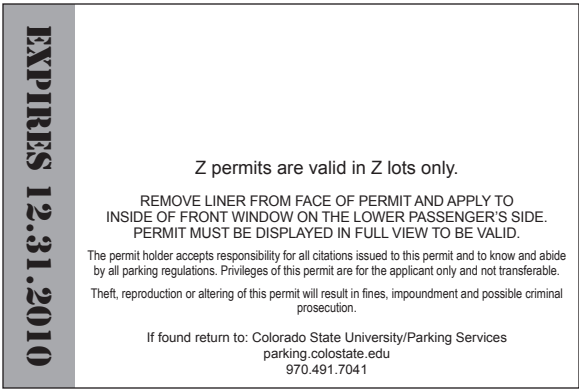
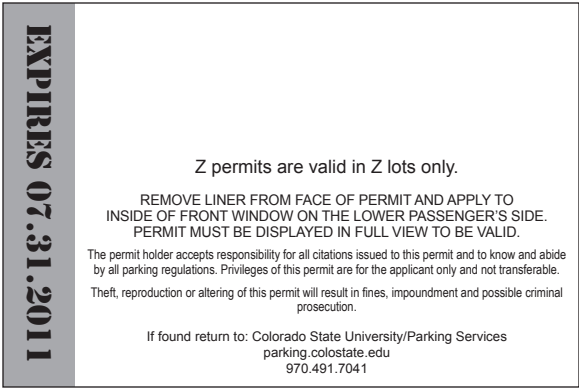
COLORADO STATE UNIVERSITY
PURCHASING DEPARTMENT

6010 Campus Delivery
FORT COLLINS, CO 80523-6010

Mark outside of package "DQ #D900698, January 10, 2011".







FRONT



LINER

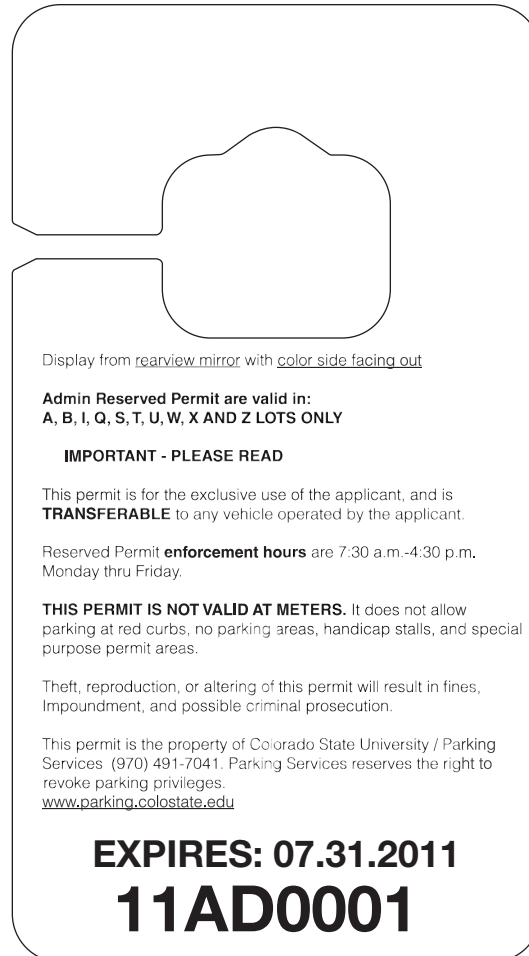
This permit is for motorcycle stalls only.

Permits DO NOT guarantee
a space will be available.

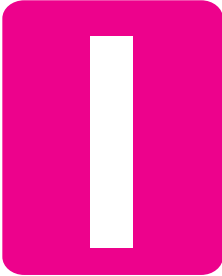
REMOVE LINER FROM FACE OF PERMIT.

**PERMIT MUST BE PERMANENTLY
AFFIXED AND VISIBLE AT EYE LEVEL OR
DISPLAYED IN A TRANSFERABLE LOCKING DEVICE.**

Weldon, Williams & Lick ©



CS 01 - FRONTS



**Colorado
State
University**

**HOUSING
PARKING PERMIT**

11I1234

EXPIRES JULY 31, 2011



**Colorado
State
University**

**HOUSING
PARKING PERMIT**

11S1234

EXPIRES JULY 31, 2011



**Colorado
State
University**

**HOUSING
PARKING PERMIT**

11T1234

EXPIRES JULY 31, 2011



**Colorado
State
University**

**HOUSING
PARKING PERMIT**

11U1234

EXPIRES JULY 31, 2011

CS 01 - LINERS

I permits are valid in I lots only.

IMPORTANT

Parking is on a "first come, first served" basis. Permits DO NOT guarantee a space will be available. All vehicles must park in a designated stall. This permit is NOT TRANSFERABLE and is issued for the exclusive use of the applicant.



APPLICATION
INSTRUCTIONS

REMOVE LINER FROM FACE OF PERMIT AND APPLY TO INSIDE OF FRONT WINDOW ON THE LOWER PASSENGER'S SIDE. PERMIT MUST BE DISPLAYED IN FULL VIEW TO BE VALID.

S permits are valid in S lots only.

IMPORTANT

Parking is on a "first come, first served" basis. Permits DO NOT guarantee a space will be available. All vehicles must park in a designated stall. This permit is NOT TRANSFERABLE and is issued for the exclusive use of the applicant.



APPLICATION
INSTRUCTIONS

REMOVE LINER FROM FACE OF PERMIT AND APPLY TO INSIDE OF FRONT WINDOW ON THE LOWER PASSENGER'S SIDE. PERMIT MUST BE DISPLAYED IN FULL VIEW TO BE VALID.

T permits are valid in T lots only.

IMPORTANT

Parking is on a "first come, first served" basis. Permits DO NOT guarantee a space will be available. All vehicles must park in a designated stall. This permit is NOT TRANSFERABLE and is issued for the exclusive use of the applicant.



APPLICATION
INSTRUCTIONS

REMOVE LINER FROM FACE OF PERMIT AND APPLY TO INSIDE OF FRONT WINDOW ON THE LOWER PASSENGER'S SIDE. PERMIT MUST BE DISPLAYED IN FULL VIEW TO BE VALID.

U permits are valid in U and I lots only.

IMPORTANT

Parking is on a "first come, first served" basis. Permits DO NOT guarantee a space will be available. All vehicles must park in a designated stall. This permit is NOT TRANSFERABLE and is issued for the exclusive use of the applicant.



APPLICATION
INSTRUCTIONS

REMOVE LINER FROM FACE OF PERMIT AND APPLY TO INSIDE OF FRONT WINDOW ON THE LOWER PASSENGER'S SIDE. PERMIT MUST BE DISPLAYED IN FULL VIEW TO BE VALID.

Documented Quotation # D900698

Colorado State University requests bids from qualified companies to furnish and deliver custom pad folios, in accordance with the following terms, conditions and specifications for the period of one year.

Terms and Conditions

1. Agreement period shall be for one (1) year, beginning January 17, 2011 through January 16, 2012 with the possibility of four 1-year renewals.
2. All prices bid shall remain firm for the first year of the agreement period and documented CPI for each subsequent annual price review for years two, three, four and five of the contract. Annual pricing will be presented by the vendor to the CSU Purchasing Agent in October of every year for discussion prior to implementation in each February with the last price review taking place in October 2015. If pricing is determined unacceptable to Colorado State University, the University reserves the right to cancel the award and re-bid.
3. All bids are to be priced FOB Colorado State University, with all freight charges included.
4. Because of internal budgetary considerations, the University cannot assure any bidder that a purchase order or orders will result from this documented quotation. Rather, a final decision will be made only after a full analysis of all bids.
5. It is emphasized that neither this documented quotation nor any purchase order resulting there from is transferable to another vendor, sales representative or manufacturer.
6. Financial obligations of the State of Colorado and Colorado State University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available at the discretion of the State.
7. The University reserves the right, at its option, to purchase items outside this contract to meet a delivery requirement. The University reserves the right, at its option, to make an award or awards to other vendors to provide items not available through the successful bidder.
8. The University reserves the right, at its option, to bid special projects and large quantity purchases separately.
9. Should the University determine, at a later date, that one or more aspects or provisions of a purchase order, which may result from this documented quotation, are not workable, the University reserves the right to enter into negotiations with the successful bidder to modify this transaction to the mutual agreement of all parties. Such modifications shall become effective upon receipt, by the supplier, of a Purchase Order Change Notice signed by an authorized agent of the Purchasing Department.
10. Colorado State University, an agency of the State of Colorado, is exempt from all applicable Federal, State and Municipal excise, sales and use taxes. All bid offers must take this fact into consideration and such charges are not to be included on invoices to the University. See General Condition #17 on the documented quotation form for exemption number.

11. Purchase orders prepared under the provisions of this bid will state the appropriate net price.
12. If a vendor is awarded a contract under this documented quotation and fails to give adequate service as evidenced by, but not limited to:

- (a) Slow deliveries or by consistently failing to meet specified delivery dates.
- (b) Failing to service the account adequately.
- (c) Frequent invoice-pricing errors.
- (d) Failing to comply with bid and/or purchase order terms and conditions.

The University can, at its discretion, either (a) cancel the bid award with the supplier and make no further award, (b) cancel the bid award and issue a new bid award to the next best bidder, or (c) cancel the bid award and issue a new bid request.

13. The University reserves the right to cancel this agreement, for cause, on thirty (30) days written notice.
14. If any award is made as a result of this documented quotation, The University may cancel such award if such award conflicts with budgetary requirements.
15. The bid will be awarded to a single bidder whose bid, conforming to all of the information contained herein, is the most advantageous to Colorado State University based on prices submitted.
16. Quantities listed are estimates only. Colorado State University cannot guarantee any specific quantity to be purchased from this documented quotation.
17. If applicable, bidder shall list any exceptions to this document.
18. All questions concerning this documented quotation should be directed to:

Farrah Bustamante
Purchasing Agent
Colorado State University
Fort Collins, CO 80523
Farrah.Bustamante@ColoState.Edu

COLORADO STATE UNIVERSITY
GENERAL CONDITIONS
INVITATION FOR BID / DOCUMENTED QUOTE

1. This solicitation is governed by the following General Conditions and the Colorado State University Procurement Rules. Responding to this solicitation constitutes acceptance of these General Conditions. The CSU Procurement Rules, which can be viewed at <http://www.purchasing.colostate.edu/pages/documents/ProcurementRules8-24-09.pdf>, may differ from the State of Colorado Procurement Code and Rules. All inquiries regarding this solicitation should be directed to: Colorado State University, Department of Procurement and Contracting Services, 6010 Campus Delivery, Fort Collins, CO 80523-6010; telephone 970-491-5105.
2. The bidder agrees to comply with all applicable state and federal laws relating to discrimination and unfair employment practices.
3. The bidder certifies that prices and other terms in the Bid or Quote have been arrived at independently without consultation, communication, agreement with or knowledge of the contents of a Bid or Quote by any other competing bidder other than prices or terms gained through price lists or catalogs made available to the public by a competing bidder.
4. Bidders are expected to examine any drawings, specifications, schedule of delivery and all instructions associated with this solicitation; failure to do so will be at the bidder's risk.
5. Each bidder shall furnish all information required by the solicitation; the unit price for each item bid must be shown and a total for each item bid must be entered. In case of error in the extended price, the unit price prevails. Failure to provide requested information may result in disqualification.
6. Specifications are provided to identify the product/service required and to establish an acceptable quality level. Bids or Quotes for products/services of equal quality and usability will normally be considered unless otherwise stated in the solicitation. The University will be the sole judge in determining "equals" in regard to price, quality and performance.
7. All products shall be new and of the manufacturer's current model unless otherwise specified.
8. Samples of items, when requested, must be furnished free of expense to the University, and if not destroyed by testing, will be returned at the bidder's request and expense.
9. Colorado State University reserves the right to reject any and all Bids or Quotes and to waive formalities pursuant to the bidding, and to accept any portion of a Bid or Quote or all items bid, if deemed in the best interest of Colorado State University.
10. This Invitation for Bid or Documented Quote does not obligate the University to pay any costs incurred in the preparation or the submission of such solicitation, or to purchase or contract for materials or services from such Invitation for Bid or Documented Quote if not in the best interests of Colorado State University in the sole judgment of the University.
11. Treatment of any Confidential Information submitted in response to this solicitation will be governed by the Colorado State University Procurement Rules.
12. A contract or purchase order will be awarded to the responsive and responsible bidder whose bid, conforming to the Invitation for Bid or Documented Quote, will be most advantageous to Colorado State University, price and other factors considered. Any purchase order issued as a result of this solicitation will be governed by the CSU Purchase Order Terms and Conditions (attached to the solicitation). Any contract executed between CSU and the successful bidder must contain certain required provisions for doing business with the State of Colorado, labeled "Special Provisions" (attached to the solicitation). The Special Provisions are required by law to be contained in every state contract without modification or exception. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THE SOLICITATION, QUOTE OR BID, OR ANY CONTRACT DOCUMENT ARISING FROM THIS SOLICITATION, THE UNIVERSITY IS PROHIBITED BY COLORADO LAW FROM AGREEING TO "INDEMNIFY," "DEFEND," OR "HOLD THE CONTRACTOR HARMLESS" WITH RESPECT TO THIRD-PARTY CLAIMS THAT MAY BE BROUGHT AGAINST THE CONTRACTOR. NO EXCEPTIONS TO THIS PROHIBITION ARE POSSIBLE AND ANY DOCUMENT PURPORTING TO CREATE SUCH INDEMNITY OBLIGATIONS SHALL BE REJECTED.
13. No Bid shall be withdrawn for a period of 30 days subsequent to the submission of bids without the consent of the Colorado State University, Department of Procurement and Contracting Services.
14. In its acceptance of any Bid or Quote, the University is relying on the promised delivery date and/or installation as material and basic to its acceptance, unless otherwise indicated. In the event of seller's failure to deliver as and when promised, the University reserves the right to cancel its purchase order or contract, or any part thereof, and seller agrees that the University may return all or part of any shipment so made and may charge seller with any loss or expense sustained as a result of such failure to deliver as promised, not as a penalty but as liquidated damages.
15. In the event any item to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application therefor, the seller will indemnify and hold harmless the University from any and all loss, costs, expenses, and legal fees on account of any claims, legal actions, or judgements on account of manufacturer, sale, or use of such item in violation, infringement or the like of rights, under such patent, copyright, trademark, or application.
16. It is the responsibility of the bidder to insure that the Bid or Quote, signed by an individual authorized to bind the bidder, arrives by the date and time and at the place indicated on the Invitation for Bid or Documented Quote. An Invitation for Bid requires submission of the original signed Bid; electronic submission is not permitted. LATE BIDS WILL NOT BE ACCEPTED OR CONSIDERED. Receipt of a Documented Quote by the submission date and time is not an absolute criterion in determining responsiveness and Quotes received prior to the time of award may be considered, at the discretion of the University. Documented Quotes may be submitted electronically when the terms of the solicitation expressly permit electronic submission. In any event, the bidder is responsible for submitting its response to either an Invitation for Bid or Documented Quote as directed by the solicitation.
17. The bid or quoted price shall be exclusive of any federal, state or local taxes from which Colorado State University is exempt. Our Federal Excise Tax Exemption Certificate of Registry Number is 84-730-123K. Our Colorado State and Local Sales Tax Exemption Number is 98-02381.

18. ANTI-KICKBACK ACT of 1986. Bidder represents that they have not provided or attempted to provide any kickback to any employee or agent of Colorado State University. All reports of possible kickbacks shall be submitted in writing to the Internal Auditing Department, Colorado State University System, Fort Collins, CO 80523-0019. Reports may also be made by telephone to 970-491-6176.
19. Insurance. If required by the solicitation, the Contractor shall obtain and maintain at all times during the performance of any contract or purchase order, insurance as specified. If insurance requirements are not specified in the solicitation, the Contractor represents that at the time of acceptance of any contract or purchase order, the Contractor maintains comprehensive general liability insurance in an amount not less than \$1,000,000, combined single limit; worker's compensation insurance as required by law; and automobile liability insurance for all vehicles to be used by Contractor in the performance of the specified work. Upon request, Contractor shall provide proof of such coverages. Self-insurance programs do not meet the state's or the University's insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified in the solicitation, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker's compensation.
20. SMALL, WOMEN-OWNED, AND MINORITY-OWNED PARTICIPATION. It is the policy of the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women, minorities, veteran, service-disabled veterans, and disadvantaged small business concerns, and to encourage their participation in State procurement activities. The University encourages Contractors to provide for participation of these businesses through subcontracts or other contractual opportunities in connection with the performance of the contract awarded under this solicitation. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are not required, but may be considered by the evaluation committee reviewing the proposals.
21. CONTRACT PERFORMANCE MANAGEMENT
 - a. As of July 1, 2009 all Colorado State University Personal Services Contracts greater than \$100,000.00 are required to be entered into the State of Colorado Contract Management System (CMS) database. The goal of this database is to provide state agencies and institutions of higher education with a resource to examine the past performance of vendors, and to monitor current contracts with those vendors. This section of the solicitation is posted per the requirements of CRS §§ 24-102-205 and 24-103.5-101.
 - b. NOTIFICATION OF CONSIDERATION OF VENDOR'S PAST PERFORMANCE: The University may consider vendor's performance on past or current State contracts with requirements similar to the State requirements for this contract. As part of the evaluation process vendor's past performance may be reviewed using information contained in the State of Colorado Contract Management System. The University reserves the right to use the information contained in the Contract Management System to determine responsibility.
 - c. PERFORMANCE MEASURES AND STANDARDS: Performance measures and standards developed specifically for the contract shall be negotiated by both parties prior to the execution of the contract, and shall be incorporated into the contract.
 - d. VENDOR ACCOUNTABILITY AND REPORTING: Vendors are required to report regularly on achievement of the performance measures and standards specified in the contract, and that allows the University to withhold payment until successful completion of all or part of the contract and achievement of established performance standards. Payment by the University to the vendor shall be made without delay upon successful completion of all or any part of the contract in accordance with the payment schedule specified in the contract or as otherwise agreed upon by the parties.
 - e. PERFORMANCE MONITORING PROCESS: The University shall monitor processes regarding this contract to ensure that the results, objectives and obligations of the contract are met.
 - f. NON-COMPLIANCE AND TERMINATION: The University has established remedies and termination clauses to apply to contracts which are determined to be in non-compliance.

CSU PURCHASE ORDER TERMS AND CONDITIONS

1. This Purchase Order constitutes the entire contract between the Board of Governors of the Colorado State University System, acting by and through Colorado State University ("CSU"), and the named Contractor. The terms and conditions set forth herein may not be altered, deleted or added to without the express written consent of CSU. Any terms and conditions contained in any attachment or other extraneous document shall be null and void unless expressly accepted by CSU. Commencement of performance by Contractor constitutes agreement to the terms and conditions set forth herein regardless of whether or not Contractor has countersigned this Purchase Order.
2. Payment: To ensure prompt payment, mail invoices in duplicate for each shipment. Invoices not mailed as directed may delay payment or become lost. Reference the purchase order number on the invoice(s) and mail invoice(s) to: Colorado State University ("CSU"), Accounts Payable, 6003 Campus Delivery, Fort Collins, CO 80523. The University's standard payment term is Net 30. Cash Discount Period (if applicable) will start from date of receipt of acceptable invoice or from date of receipt of acceptable merchandise at destination, whichever is the later.
3. The laws of the State of Colorado, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of this purchase order. Further, Title 24, CRS 1973, as amended, Article 101 through 112 and Rules adopted to implement and statutes govern this procurement. Unless otherwise specified in the solicitation or this order, venue for any judicial action arising out of or in connection with this purchase order shall be in Larimer County, Colorado. Vendor shall exhaust administrative remedies in § 24-109-106, C.R.S., as amended, prior to commencing any judicial action against the State. All references in this purchase order to the Uniform Commercial Code shall mean the Uniform Commercial Code as adopted by the State of Colorado at Title 4, C.R.S., as amended.
4. None of the terms or specifications stated in this purchase order may be added to, superseded or otherwise altered except in writing, signed by an authorized representative of the Purchasing Department. Each shipment received by CSU from vendor shall be deemed to be only upon the terms contained in this purchase order and any signed contract of the parties, notwithstanding any terms that may be contained in any acknowledgement, invoice form or other act of vendor and notwithstanding Purchasing Department act of accepting or paying for any shipment or similar act of the Purchasing Department.
5. This purchase order is an acceptance of your offer as summarized in your quotation. When this purchase order is an offer to buy, your acceptance must show promised delivery date and method of shipping including routing and names of carriers. This purchase order shall not be deemed valid unless it is executed by the Purchasing Agent for CSU. CSU and the State shall have no responsibility or liability for products or services delivered or performed prior to proper execution hereof.
6. Please advise Purchasing Agent immediately if you cannot make complete shipment to arrive on your promised delivery date as noted, or if services cannot be commenced or completed as promised.
 - a. Acknowledgement of purchase order (if required) must be signed and returned.
 - b. Your acknowledgement must show expected shipping date and method of shipping, including routing and names of carriers.
 - c. In the event of Vendor's failure to deliver as and when specifically promised, CSU may return all or part of any shipment so made and may charge vendor with any loss or expense sustained as a result of such failure to deliver as promised.
7. This order is made of the following express terms:
 - a. Goods are subject to CSU inspection upon arrival.
 - b. Goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit, may be returned to you for credit, and are not to be replaced except upon receipt of written instructions from CSU.
 - c. Additional charges for packing will not be accepted.
 - d. A packing list must accompany each shipment.
 - e. If all material has not been received within 90 days, this order is subject to cancellation unless CSU has been advised of and has agreed to a longer delivery date.
 - f. Shipments must be F.O.B., CSU, Fort Collins, Colorado unless otherwise specified on this order. If permission is given to prepay freight and charge separately, original freight bill must accompany invoice.
8. As a State of Colorado Agency, by statute CSU is exempt from state and local taxes. Our Exemption Number is 98-02381. Federal Excise Tax Exemption Certificate of Registry #84-730123K is registered with the Collector of Internal Revenue, Denver, Colorado. (Ref. C.R.S. 1973, Chapter 39-26.114(a)).
9. Vendor certifies that it meets prevailing wage rates in its area and warrants compliance with the provisions of the Davis-Bacon Act when applicable.
10. Quality. The State will be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.
11. Safety Information. All chemicals, equipment and materials proposed and/or used in the performance of this purchase order must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Bidders must furnish Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.
12. Rights in Data, Documents, and Computer Software or Other Intellectual Property (State Ownership). Unless otherwise agreed in writing, any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials delivered by vendor in the performance of its obligations under this purchase order shall be the exclusive property of the State. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
13. Indemnification. The vendor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors or assignees pursuant to the terms of this contract. In the event any article sold or delivered under this purchase order is covered by any patent, copyright, trademark, or application therefore, the vendor will indemnify and hold harmless the State of Colorado 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, infringement or the like of rights under such patent, copyright, trademark or application.
14. Termination. Termination for Default/Cause.
 - a. Except as otherwise agreed, the Uniform Commercial Code shall govern in the case of transactions in goods. In the case of services, if the vendor refuses or fails to timely perform any of the provisions of this purchase order, with such diligence as will ensure its completion within the time specified in this purchase order, the Purchasing Agent may notify the vendor in writing of the non-performance, and if not promptly corrected within the time specified, such officer may terminate the vendor's right to proceed with the work or such part of the work as to which there has been delay or a failure to properly perform. The vendor shall continue performance of the purchase order to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the purchase order price.
 - b. In the case of remedies exercised under this paragraph for services, or analogous remedies exercised under the Uniform Commercial Code for transactions in goods, CSU may withhold amounts due to the vendor as the Purchasing Agent deems to be necessary to reimburse CSU for the excess costs incurred in curing, completing or procuring similar goods and services.
 - c. The vendor shall not be in default by reason of any failure in performance of this purchase order in accordance with its terms if such failure arises out of acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather; provided, however, that such causes may entitle CSU to terminate this order for convenience.
 - d. If after rejection, revocation, or other termination of the vendor's right to proceed under the provisions of the Uniform Commercial Code (in the case of transactions in goods) or this clause (in the case of services), it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.
15. Termination for Convenience.
 - a. Cancellation Prior to Contract Formation. When this purchase order is not accepted by written acknowledgment, this purchase order may be canceled by written or oral notice to the vendor prior to shipment of goods or beginning of performance of services.
 - b. Termination after Contract Formation. Unless otherwise agreed in writing, in addition to the rights and remedies governing transactions in goods in the Uniform Commercial Code, the Purchasing Agent may when the interests of CSU so require terminate this purchase order in whole or in part, for the convenience of CSU. The Purchasing Agent shall give written notice of the termination to the vendor specifying the part of the purchase order terminated and when termination becomes effective. Upon receipt of the notice of termination, the vendor shall incur no further obligations except to the extent necessary to mitigate costs of performance. In the case of services or specially manufactured goods, the State shall pay reasonable settlement expenses, the contract price or rate for supplies and services delivered and accepted, the reasonable costs of performance on unaccepted supplies and services, and a reasonable profit for that unaccepted work, in accordance with the cost principles promulgated under section 24-107-101, C.R.S., as amended. In the case of existing goods, the State shall pay reasonable settlement expenses, the contract price for goods delivered and accepted, reasonable costs incurred in preparation for delivery of the undelivered goods, and a reasonable profit for that preparatory work. The amount of the termination liability under this paragraph shall not exceed the amount of the purchase order price plus a reasonable cost for settlement expenses. The vendor agrees to submit a termination proposal as well as reasonable supporting documentation, cost and pricing data, and a certification required by section 24-106-101, C.R.S., as amended, upon request of the Purchasing Agent.
16. Receipt of merchandise, services or equipment in response to this order can result in authorized payment on the part of CSU. However, it is to be understood that final acceptance is dependent upon completion of all applicable required inspection procedures. Should the service rendered or merchandise furnished fail to meet all inspection requirements, the Purchasing Department reserves the right to reject all or some of the goods and services or exercise any other remedies provided by law.
17. Assignment and Successors. The vendor shall not assign rights or delegate duties under this purchase order, or subcontract any part of the performance required under the purchase order, without the express written consent of CSU, which shall not be unreasonably withheld. This purchase order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment of accounts receivable may be made only with written notice furnished to CSU.
18. All provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of this agreement.
19. All parties to this contract agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.
20. Compliance with Laws. Vendor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back and collusion.
21. Americans with Disabilities Act (ADA) Requirements. If this Purchase Order includes the provision of state services to the public, the vendor shall, in addition to any other requirements under Title 11 of the Americans with Disabilities Act, comply with the requirements of the Americans with Disabilities Act regarding the accessibility of the State's services and programs, as an explicit requirement. The vendor assures that, at all times during the performance of this Purchase Order, no qualified individual with a disability shall, by reason of that disability, be excluded from participation in, or be denied benefits of, services, programs, or activities performed by the vendor for the benefit of the State.
22. Fund Availability; Federal Funds Contingency. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon kinds for that purpose being appropriated, budgeted and otherwise made available. If this purchase order is funded in whole or in part with federal funds, this purchase order is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. If this purchase order contemplates the purchase of goods to be delivered in a single installment, the State represents that it has set aside sufficient funds to make payment under this purchase order in accordance with its term.
23. Vendor Offset. Pursuant to CRS 24-30-202.4, as amended, the State Controller may withhold payment for debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the unemployment compensation fund; and (a) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the State Controller.
24. Insurance. The vendor shall obtain, and maintain at all times during the term of this purchase order, insurance as specified in the solicitation or order. If insurance requirements are not specified in the solicitation or order, the vendor represents that at the time of acceptance of this order the vendor maintains comprehensive general liability insurance in an amount not less than \$1,000,000, combined single limit; worker's compensation insurance as required by law; and automobile liability insurance for all vehicles to be used by vendor in the performance of services under this order. Upon request, vendor shall provide proof of such coverages. Self-insurance programs do not meet the state's or the University's insurance requirements unless the Contractor provides

- satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified in the solicitation, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker's compensation.
25. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.
26. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall 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 Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
27. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, 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 one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised October 5, 2009

If so noted on the purchase order, under PO Clauses, the following Special Terms and Conditions for Colorado State University – Federal Contracts shall apply in addition to the CSU Purchase Order Terms and Conditions:

Section 1. GENERAL TERMS AND CONDITIONS

1. **INSPECTION.** The equipment, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by Colorado State University (CSU) at all times and places. If, prior to final acceptance, any equipment, supplies or services are found to be defective of not as specified, CSU may reject them, require Seller to correct them without charge, or require delivery of such equipment, supplies or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by CSU, CSU may terminate the order in whole or in part. Seller shall bear all risks as to rejected equipment, supplies and services and, in addition to any costs for which Seller may become liable to CSU under other provisions of this order, shall reimburse CSU for all transportation cost, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted equipment, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications, are in addition to, and do not limit, CSU's rights provided in this article.
 2. **WARRANTIES.** Seller warrants the articles delivered hereunder to be free from defects in labor, material and manufacture, and to be in compliance, with any drawings or specifications incorporated or referenced herein and with any samples furnished by the Seller.
 3. **ASSIGNMENT.** This order is assignable by CSU. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of CSU.
 4. **CHANGES.** CSU may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery of both shall be made. No change by Seller shall be recognized without written approval of CSU. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such changes unless CSU waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.
 5. **LABOR DISPUTES.** Seller shall give prompt notice to CSU of any actual or potential labor dispute which delays or may delay timely performance of this order.
 6. **TERMINATION AND DELAYS.** CSU may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. CSU shall pay seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by CSU with respect to the undelivered or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price. CSU may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items of services or to perform the services within the time specified or any written extension thereof. In such event, CSU may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to CSU for any excess costs occasioned CSU thereby.
- If, after notice or termination for default, CSU determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of CSU, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of CSU, unless CSU shall determine that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.
- If CSU determines that Seller has been delayed in the work due to causes beyond the control and without the fault or negligence of the Seller, CSU may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller, and if such delay is due to failure of CSU, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of CSU to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.
- The rights and remedies of CSU provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- As used in this Article, the word 'Seller' includes Seller and his sub-suppliers at any time.
7. **DISCRIMINATION AND AFFIRMATIVE ACTION.** The Seller agrees as a part of this contract that it will comply with all applicable laws regarding discrimination on the basis of race, creed, color, sex, or handicap including but not limited to Executive Order 11246 and 11375 as amended or as maybe further amended hereafter.
 8. **INDEMNIFICATION AND INSURANCE.** In the event the Seller, its employees, agents or subcontractors, enter premises occupied by or under the control of CSU in the performance of this order, the Seller agrees that it will be responsible to, and indemnify and hold harmless, CSU, its board, officers and employees, from any loss, cost damage, expense or liability by reason of property damages or personal injury of whatsoever kind or character, arising out of, as a result of, or in connection with such performance occasioned by the negligence or other fault, by act or omission of the Seller, its agents, employees or subcontractors, and the Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above, and will maintain worker's compensation coverage (either by insurance or, if qualified pursuant to law, through a self-insurance program) covering all employees performing this order on premises occupied by or under the control of CSU.
 9. **PATENT INDEMNITY.** Seller shall pay all royalty and license fees relating to the items covered hereby. In the event any third party shall claim that the manufacture, use and sale of these goods covered hereby, infringement of any copyright, trade mark or patent, the Seller shall indemnify CSU and hold CSU harmless from any cost, expenses, damage or loss incurred in any manner by CSU on account of any such alleged infringement.
 10. **DISCOUNTS.** Discount time will not begin until receipt of equipment or merchandise and/or the invoice, whichever is later.
 11. **OTHER APPLICABLE LAWS.** Any provisions to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

Section 2. GOVERNMENT SUBCONTRACT PROVISIONS

If this order is a subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of this Section 2 and any other provisions of this order, the terms and conditions of this Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, the following clauses, the terms "contract" shall mean "this order," the term "Contractor" shall mean "Seller," and the terms "Government" and "Contracting Office" shall mean Colorado State University and the Director of Purchasing respectively. Copies of all references are available from the Office of Sponsored Programs, Colorado State University, phone 1-970-491-6355.

- A. The following provisions apply regardless of the amount of this order:
 - 1. Equal Opportunity – FAR 52.222-26.
 - 2. Preference for U.S. Flag Air Carriers – FAR 52.247-63.
 - 3. Use of U.S. Flag Commercial Vessels – FAR 52.247-64.
 - 4. Anti-Kickback Procedures – FAR 52.203-7.
 - 5. Restriction on subcontractor sales to the Government – FAR 52.203-6.
 - 6. Integrity of Unit Prices – FAR 52.215-26.
 - 7. Restrictions on Contracting with Sanctioned Persons – FAR 52.225-13.
- B. The following provisions apply if the amount of this order exceeds \$2,500:
 - 1. Contract Work Hours & Safety Standards Act – Overtime Compensation – FAR 52.222-4.
 - 2. Affirmative Action for Handicapped Workers – FAR 52.222-36.
- C. The following provisions apply if the amount of this order exceeds \$10,000:
 - 1. Utilization of Small Business and Small Disadvantaged Business Concerns – FAR 52.219-8.
 - 2. Examinations of Records by Comptroller General – FAR 52.215-1.
 - 3. Affirmative Action for Special Disabled and Vietnam Era Veterans – FAR 52.222-35.
 - 4. Audit-Negotiation – FAR 52.215-2.
 - 5. Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era – FAR 52.222-37.
- D. The following provisions apply if the amount of this order exceeds \$25,000:
 - 1. Utilization of Women Owned Business Concerns – FAR 52.219-13.
 - 2. Utilization of Labor Surplus Area Concerns – FAR 52.220-3.
 - 3. Authorization and Consent – FAR 52.227-1.
 - 4. Notice and Assistance Regarding Patent and Copyright Infringement – FAR 52.227-2.
 - 5. Special Prohibition on Employment – DFARS 252.203-7001.
- E. The following provisions apply if the amount of this order exceeds \$100,000:
 - 1. Subcontractor Cost or Pricing Data – FAR 52.215-24.
 - 2. Subcontractor Cost or Pricing Data – Modifications – FAR 52.215-25.
 - 3. Clean Air and Water – Certification – FAR 52.223-1.
 - 4. Clean Air and Water – FAR 52.223-2.
 - 5. Audit – Sealed Bidding – FAR 52.214-26.
 - 6. Overseas Distribution of Defense Subcontracts – DFARS 252.204-7005.
 - 7. Price Reduction for Defective Cost or Pricing – FAR 52.215-22.
- F. The following provisions apply if the amount of this order exceeds \$500,000:
 - 1. Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns – FAR 52.219-9.
 - 2. Labor Surplus Area Subcontracting Program – FAR 52.220-4.