



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

DATE

11/24/08

DOCUMENTED QUOTE

QUOTE NUMBER

D700735

RESPONSE DUE BY:

12/23/08 **DATE**

EXPECTED DELIVERY DATE:

3:00 PM **TIME**

PURCHASING CONTACT / PHONE:

Stan Oakland 970-491-6161

FAX: (970) 491-5523

THIS IS NOT AN ORDER

PLEASE TYPE VENDOR NAME AND ADDRESS

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

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NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	Lot	Creative services for web site design per terms, conditions and specifications contained herein.		
			All bids must be FOB CSU, full freight allowed.		
			Bids may be faxed to 970-491-5523 or emailed to stan.oakland@purchasing.colostate.edu		
			The attached Independent Contractors Agreement will be the contracting vehicle for these services. Vendors must review and		

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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NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			agree to the use of this document and list any exceptions to the terms and conditions. The Special Provisions cannot be altered in any way.		

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	

DOCUMENTED QUOTE FOR WEBSITE REDESIGN SERVICES FOR THE DIVISION OF CONTINUING EDUCATION AT COLORADO STATE UNIVERSITY

I. Overview

The Division of Continuing Education (DCE) is the extended studies facet of Colorado State University serving students of all ages in the areas of online and distance education, professional and personal development, and business and industry-focused training. DCE offers an array of academic and noncredit educational programs including:

- Graduate and undergraduate degree completion programs
- Certificates for credit and noncredit
- Individual credit and noncredit courses
- Community programs such as Osher and the Society of Senior Scholars

DCE currently serves 10,000 students per year through programs offered through a variety of delivery models and locations in Fort Collins, Denver, and new sites in Loveland and Brighton.

II. About the Current Website

The current DCE website (<http://www.learn.colostate.edu>) is the primary marketing and communication tool used by prospective students, current students, CSU faculty and staff, and local employers. The current site has several page designs to support the variety of information, programs, and services we offer.

The website is maintained by the marketing and IT teams. The website is hosted in-house through a content management system (dotCMS) that was customized to provide management and database-driven functionality as well as the student-driven shopping cart, online registration, and “my account” tools.

III. Goals of Website Redesign

The goal of the website redesign is to:

- Enhance the graphic appeal of our site through increased use of pictures and presentation elements.
- Organize and present information in new and creative ways providing visitors with engaging ways to learn about our programs and answer their questions.
- Provide highly versatile page design and layout to accommodate the growth of new programs, new locations, new marketing initiatives, and new content (video, case studies, blogs, etc.).
- Better meet the needs of our audiences.
- Encourage action from our visitors - request information/opt-in, apply online, register online, etc.

It is desired for all programs and information offered by DCE be integrated under one website design and yet provide the flexibility that allows information to be conveyed as desired. Some page layouts (e.g. online registration, search results, and individual course pages) are strictly tied to customized database functionality and may not be available for a complete redesign, but will need to be “re-skinned” to integrate into the new design.

IV. Content/Information Architecture/Navigation

DCE is currently redeveloping existing content and planning for expanded content areas. The information architecture and associated navigation are also under development. The vendor is asked to consider the current site and expect an iterative design process related to the content, architecture, and navigation.

V. Statement of Work

DCE seeks a qualified and highly creative vendor who can help DCE meet the goals of our website through a collaborative design process resulting in a website that is:

- Classic, simple and traditional, reflective of Colorado State University’s land-grant history and heritage.
- Sophisticated, authoritative and professional to reflect the quality of our programs, staff, and faculty.
- Engaging, dynamic and personal, to portray our efforts to be demand-driven and meet the changing needs of our students.

The selected vendor will be an “outside the box” thinker that is professional, organized, and willing to propose new ideas and accept feedback.

To be considered for this project, the vendor must include responses that meet the requirements below and provide the following services:

- Phase I - Graphic and page/layout design
 - Develop a new graphic presence to support the existing content as well as content under development while adhering to CSU’s Graphical Standards (http://graphicstandards.colostate.edu/index.asp?url=toolbox_web) and branding initiatives (see branding attachment).
 - Provide two or three design variations and allow for at least two revisions. DCE must retain the rights to the original art work to alter or reuse without prior approval of the vendor.
 - Recommendations and guidance with information architecture, navigation, and content/page organization.
- Phase II - Web development
 - Develop XHTML and CSS code meeting W3C and federal 508 standards and tested under all major browsers.
 - DCE will be responsible for deploying the website through our content management system.

- Phase III - Usability study
 - Conduct a post-site usability study for the purposes of determining gaps and areas for improvement. This study can be conducted after “go live” and in partnership with a 3rd party firm if so chosen by the vendor. Any changes will be the responsibility of DCE.

VI. Bid Process

To successfully bid for this project, the vendor must have previous experience with clients in the Higher Education industry providing the services listed above. Preference may be given to vendors with experience working with clients in the continuing or non-traditional education arena.

The vendor must include:

- An estimate of the work involved and associated costs separated into the three phases of the project as identified above. Include all services required to complete each phase of the project (meetings, planning, design, development, project management, travel, etc.).
- Samples of previous web design work conducted for higher education clients. URLs are fine but must be accompanied with a description of the services provided by the vendor.

Evaluations of bids will be conducted by a DCE committee and are based on bid response, price, portfolio, and any subsequent presentation or follow-up materials.

For top-rated vendors, on-site or web conferencing meetings will be required providing an opportunity for discussion and for the vendor to present their approach to the project. Expenses incurred for presentations will be the responsibility of the vendor. This may be followed with a Best and Final Offer.

VII. Timeline

Open for bid		December 3, 2008
Bids received		December 23, 2008
Evaluations completed (presentations concluded)	(Estimated)	January 9, 2009
Project kick-off	(Estimated)	January 25, 2009
Completion of vendor-provided deliverables	(Estimated)	March 15, 2009
Go live of new website	(Estimated)	May 15, 2009
Usability study	(Estimated)	July/August 2009

**PURCHASE ORDER TERMS AND CONDITIONS
FOR PURCHASE OF SERVICES**

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. To ensure prompt payment, mail invoices in duplicate for each shipment. Invoices not mailed as directed may delay payment or become lost. Mail invoices to: Colorado State University ("CSU"), Accounts Payable, 6003 Campus Delivery, Fort Collins, CO 80523-6003.
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 Denver, Colorado. Contractor shall exhaust administrative remedies in § 24-109-106, C.R.S., as amended, prior to commencing any judicial action against the State.
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 Contractor 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 Contractor 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 dates of performance and must be signed by your authorized representative. This purchase order shall not be deemed valid unless it is executed by the Purchasing Agent for CSU. CSU and the State of Colorado shall have no responsibility or liability for products or services delivered or performed prior to proper execution hereof. Acknowledgement Copy (if attached) must be signed and returned.
6. Contractor shall advise Purchasing Agent immediately if services cannot be commenced or completed as promised.
7. Contractor certifies that it meets prevailing wage rates in its area and warrants compliance with the provisions of the Davis-Bacon Act when applicable.
8. Quality. The State will be the sole judge in determining "equals" with regard to quality, price and performance.
9. 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.
10. 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 Contractor 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.
11. Indemnification. The Contractor 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 Contractor 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.
12. 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 Contractor 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 Contractor in writing of the non-performance, and if not promptly corrected within the time specified, such officer may terminate the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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.
13. 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 Contractor prior to beginning performance of services.
 - b. Termination After Contract Formation. Unless otherwise agreed in writing, 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 Contractor specifying the part of the purchase order terminated and when termination becomes effective. Upon receipt of the notice of termination, the Contractor shall incur no further obligations except to the extent necessary to mitigate costs of performance. CSU shall pay reasonable settlement expenses, the contract price or rate for supplies and services delivered and accepted, the reasonable costs of actual 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. 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 Contractor 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.
14. 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 services 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.
15. Assignment and Successors. The Contractor shall not assign rights or delegate duties under this purchase order, nor 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.
16. 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.
17. Compliance with Laws. Contractor 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.
18. Americans with Disabilities Act (ADA) Requirements. If this Purchase Order includes the provision of state services to the public, the Contractor 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 Contractor 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 Contractor for the benefit of the State.
19. 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.
20. 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 (e) 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.
21. Insurance. The Contractor 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

Contractor represents that at the time of acceptance of this 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 services under this order. 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.

22. **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.
23. **[Not Applicable to Intergovernmental Contracts]. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101.** Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. 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 represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

CSU CONTRACT NO. _____
INDEPENDENT SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the Parties set forth in section I below, effective as of the Effective Date set forth in section 2 below.

I. PARTIES:

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY, AN INSTITUTION OF HIGHER EDUCATION OF THE STATE OF COLORADO, HEREINAFTER REFERRED TO AS "UNIVERSITY" OR "CSU"	
REPRESENTATIVE/CONTACT	NAME:
DEPARTMENT:	
CAMPUS DELIVERY	
COLORADO STATE UNIVERSITY	
FORT COLLINS, CO 80523-	
TELE: _____	
FAX: _____	
EMAIL: _____	

FULL LEGAL NAME OF CONTRACTOR:	
TYPE OF BUSINESS:[Select One]	
STATE OF BUSINESS REGISTRATION: _____	
BUSINESS	ADDRESS:
CITY, STATE, ZIP: _____	
CONTACT NAME: _____	
DEPARTMENT: _____	
TELE: _____	
FAX: _____	
EMAIL: _____	

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for numbering and subsequent payment of this contract under Fund No. _____; and

WHEREAS, the Contractor was selected in accordance with State law as a result of [Select One] number _____;

NOW, THEREFORE, the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows.

II. TERMS AND CONDITIONS OF THE CONTRACT

1. Independent Contractor; Relationship of the Parties. The parties aver that:

- a. The Contractor is not subject to University's control as to the means and methods of accomplishing the work to be performed hereunder, but the University may specify and control the result to be accomplished including any specifications, standards, requirements and deliverables;
- b. The Contractor selects its own customers or clients and is free to contract with others during the term of this Contract;
- c. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. Contractor and its employees shall not be considered employees of the University for any purpose whatsoever, and are not entitled or eligible for any employment benefit or compensation from the University, for example, medical benefits, retirement benefits, or worker's compensation coverage. Contractor is solely responsible for all taxes, including, but not limited to, payroll, unemployment, and income taxes, arising out of or in connection with this Agreement (other than sales and use taxes on goods or services provided to University by Contractor herein).

2. Term.

- a. This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the State Controller or the Controller's authorized delegate; or (2) the following date: N/A and shall terminate on _____ unless sooner terminated as provided herein or extended by mutual written agreement of the parties. **Contractor expressly acknowledges and agrees that, pursuant to CRS 24-**

30-202 and the State Fiscal Rules, this contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The State Controller or his/her delegate shall sign last. The Contractor is not authorized to begin performance until the Contract is signed and dated by the State Controller or Controller's delegate, below. If performance begins prior to the Effective Date, the University, the Board of Governors, and the State of Colorado shall not be obligated to pay for the goods and/or services provided prior to such date.

- b. ☐ **Option to Renew.** *If checked:* The University may require continued performance for up to successive one-year term(s) (each, a "Renewal Term") for the services to continue at the rates and terms specified in the contract. The University may exercise the option by written notice to the contractor within 30 days prior to the end of the current contract term in a form substantially equivalent to Exhibit . If the University exercises this option, the extended contract will be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

3. **Scope of Work.** In consideration of the payments and other promises and benefits contained herein, the Contractor shall timely and competently perform the services described in the Statement of Work attachment, **Exhibit A** to this Contract, under the terms and conditions set forth in this Contract.

4. **Performance Outside the State of Colorado.** The work to be performed by the Contractor (*check one*):
☐ WILL ☐ WILL NOT be performed entirely within the State of Colorado. (*If WILL NOT is checked, Contractor MUST complete Exhibit E, Statement as to Performance Outside the State of Colorado*).

5. **Payment Terms.**

a. **Check one box only:**

- i. ☐ **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of _____ payable upon receipt after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.
- ii. ☐ **This is not a fixed-price contract.** The price is to be determined according to time and materials or other method of calculation as more fully described in Exhibit B, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed _____ and the basis for charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.
- iii. **Method of Payment.** The University will remit payment to the Contractor via electronic funds transfer (EFT) to the account(s) specified by the Contractor unless a different payment method is specified on Exhibit B. The Contractor may designate a new account for receipt of any payment at any time during the term of this Contract by providing written notice to University containing all of the information required under this subsection. University will endeavor to redirect all payments made not less than 30 days after receipt of such notice but shall not be liable for any payment made to and received in the Contractor's prior account.

Inspection and Acceptance of Services. The University reserves the right to inspect the services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes the works and any tangible things produced or delivered in the performance of services, whether or not complete. If any of the services do not conform with contract requirements, the University may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (1) require the Contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the University in the termination provisions of this contract, or remedies otherwise available at law.

6. Governmental Immunities; Tax Exempt Status Preserved.

- a. Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of C.R.S. §§ 24-10-101, *et seq.*, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.
- b. It is hereby recognized and acknowledged by the Contractor that the State of Colorado is not liable for any sales, use, excise, property or other taxes imposed by any federal, state or local government tax authority. The State is also not liable for any taxes of the Contractor for franchise or related to the income of the Contractor. No taxes of any kind shall be charged to the State.

7. Insurance Requirements

A. The contractor shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

- 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
- 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence
- b. \$1,000,000 general aggregate
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

Notwithstanding this subsection, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended ("Act"), the contractor shall at all times during the term of this contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

4) (only if checked ☐) Professional liability insurance with minimum limits of liability of not less than \$1,000,000.

B. The State of Colorado and Colorado State University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail (10 days for nonpayment of premium).

D. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

F. The contractor shall provide certificates showing insurance coverage required by this contract to the State upon execution of this contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the

term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

- 8. Ownership of Work Products.** All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be works for hire and are the exclusive property of the University. All such materials shall be delivered to the University by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, nor cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the University. 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.
- 9. Time is of the Essence.** All time limits, time periods, milestones and completion dates stated in the contract documents are of the essence of this contract.
- 10. Force Majeure.** Neither the Contractor nor the University shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means 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. Notwithstanding the foregoing, in the event of a delay or failure of performance by the Contractor under this section exists for a period of 30 days, or for a shorter period if such delay or failure is not reasonably capable of being remedied within 30 days, the University shall have the right to terminate this Contract without further obligation.
- 11. Default.** A party will be considered in default of its obligations under this Contract if such party should substantially fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as provided herein below.
- 12. Remedies.** In addition to any other remedies provided for in this Contract, and without limiting its remedies otherwise available at law, the University may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this Contract:
- Suspend the Contractor's performance pending necessary corrective action as specified by the University without the Contractor's entitlement to adjustment in price/cost or schedule; and/or
 - Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed and/or acceptable goods are provided; and/or
 - Request the removal from work on this contract of employees or agents of the Contractor whom the University justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this contract the University deems to be contrary to the public interest or not in the best interest of the University; and/or
 - Deny payment for those services or obligations which have not been performed and/or for goods that have not been provided and which due to circumstances caused by the Contractor cannot be performed, or if performed would be of no value to the University. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
 - Terminate this contract for default. The above remedies are cumulative and the University, in its sole discretion, may exercise any or all of them individually or simultaneously.
- 13. Termination for Convenience:** The University may terminate this contract at any time the University determines that the purposes of the distribution of State moneys under the contract would no longer be served by completion of the project. The University shall effect such termination by giving written notice of termination to

the contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. Upon receipt of such notice:

- a. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the University, become its property, and the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.
- b. Contractor's Termination Claim: The Contractor's sole and exclusive remedy will be to submit a claim for payment in an amount which bears the same ratio to the total compensation as the services satisfactorily performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made. In no event shall reimbursement under this clause exceed the contract amount, nor shall the University be liable for any other costs, damages, expenses, fees, or other amounts claimed or incurred by Contractor.

14. Representatives and Notice.

- a. Representatives. For the purpose of this contract, the individuals identified in Section I, PARTIES, herein above are hereby designated representatives of the respective parties. Either party may from time to time designate in writing new or substitute representatives. With respect to the representative of the State, such individual shall have the authority to inspect and reject services, approve invoices for payment, and act otherwise for the State, except with respect to the execution of formal contract amendments to or termination of this contract.
- b. Notice. All notices required to be given under this Contract shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are set forth in Article I, Parties, herein above.

15. Legal Authority. The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of the contractor warrant(s) that such person(s) have full authorization to execute this contract.

16. Non-Assignment. Contractor shall not assign or subcontract any of its obligations under this contract without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation, to terminate this contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

17. Binding effect; Third Party Beneficiaries. This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Contractor. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

18. Entire Agreement. This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

19. Amendment. No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

20. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance, compliance, or effect beyond the termination date of this contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor.

21. Waiver. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

22. Severability. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

23. Counterparts. This Contract may be executed with any number of counterparts, each of which, when executed and delivered will constitute an original, but all such counterparts will constitute one and the same instrument.

III. EXHIBITS INCORPORATED BY REFERENCE

If checked, the following exhibits are attached and hereby made a part of this Contract:

- ☐ **Exhibit A: Statement of Work**
- ☐ **Exhibit B: Price, Cost and Payment Provisions**
- ☐ **Exhibit C: Federal Funds Addendum**
- ☐ **Exhibit D: RENEWAL OPTION LETTER**
- ☐ **Exhibit E: Statement as to Work to be Performed Outside the State of Colorado**
- ☐ **Other (Please specify): _____**

Priority of Interpretation: The provisions of this contract shall govern the relationship of the University and the Contractor. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the Special Provisions incorporated within the contract, second, the terms and provisions of this contract; third, the Exhibits listed above in the order they appear.

IV. SPECIAL PROVISIONS REQUIRED BY LAW

The following Special Provisions are required by Colorado law to be included in and made a part of every fiscal contract of the State of Colorado without modification, and are hereby incorporated into this Contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions. As used in the Special Provisions, the term "State" means the State of Colorado, Board of Governors of the Colorado State University System, acting by and through Colorado State University, and the term "Contractor" means the Contractor identified in Section I, PARTIES, first above.

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR. 4 CCR 801-1.** 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 deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party.. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor 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 the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, those laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable. Available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D-002 00.** State of other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
- 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to the limitations of 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 child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-2-201, 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.
- 11. 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.
- 12. 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 5-30-08**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

***Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect and accept personal responsibility for any and all damages the State may incur for any errors in such representation.**

CONTRACTOR Legal Name of Contractor By: Name of Authorized Individual Title: Official Title of Authorized Individual _____ *Signature Date: _____	STATE OF COLORADO Bill Ritter, Jr. GOVERNOR Board of Governors of the Colorado State University System, acting by and through Colorado State University Larry Edward Penley, President and Chancellor _____ By: Name & Title of Person Signing Date: _____ REQUIRED APPROVALS: By: _____ Dean / Dept. Head By: _____ Name & Title LEGAL REVIEW John W. Suthers, Attorney General By: _____ Robert Schur, JD Special Assistant Attorney General for Colorado State University Date: _____
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ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: _____

Name of Agency or IHE Delegate

Date: _____

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT
STATEMENT OF WORK

[Enter here or attach a detailed description of the work to be performed, including any milestone dates, standards or guidelines to be met, deliverables, etc. The work statement must include specific dates by which tasks and deliverables are to be completed and any requirements, specifications or quality standards that apply. Refer to the RFP, IB, proposal or other exhibit as necessary to incorporate the applicable requirements.]

SAMPLE

**EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PRICE, COST AND PAYMENT PROVISIONS**

[Enter here or attach a detailed statement of the dates and amounts for payments to be made under the Contract and any service milestones or deliverables related to such payments].

Incorrect payments by the State to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payments under this contract or other contracts between the State and the Contractor or as a debt due to the State.

The University reserves the right to withhold payment, without interest or penalty, for charges that are unsubstantiated or as to which a dispute exists, pending further documentation from the Contractor supporting such charges, or dispute resolution. Any late payment, interest, penalty, or other payment provisions contained in any other exhibit, attachment, invoice, statement or demand, shall be null and void. The University shall be liable for the payment of interest at the rate of 1.0% per month until paid, on all amounts past due, commencing 45 days after the due date, in accordance with C.R.S. sec. 24-30-202(24).

Invoices shall be sent to: Dept name, address, phone

Payments shall be sent to: Dept name, address, phone

☐ [Optional—check here if required]: [Fixed Price] The contract price is _____. Payments shall be made as follows:

DATE OR EVENT	AMOUNT PAYABLE

☐ [Optional—check here if required]: (Time and material/hourly labor contracts) The University shall pay the Contractor at the rate of _____ per hour for labor, plus cost of materials, with total charges not to exceed a ceiling price of \$_____. The Contractor shall successfully complete the contracted services in accordance with contract requirements within the ceiling price specified herein. The Contractor shall submit invoices monthly, together with proof of time and costs, no later than the 10th day of the month. Payments will be made within 30 days after invoice.

☐ [Optional—check here if required]: [Cost reimbursement] The University shall reimburse the Contractor's actual, reasonable, and allowable costs, as defined herein, not exceeding \$_____. The Contractor shall submit invoices monthly no later than the 10th day of the month. Payments will be made within 30 days after invoice.

Except as otherwise set forth in this exhibit, the above rates shall include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges and other expenses.

☐ [Optional—check here if required]: [Advance Funds or Payment] Where approved by the State Controller or authorized delegate, the University shall pay the Contractor \$_____ within 30 days of the final execution of this Contract. If funds are not used for the purposes herein described by the dates established in this contract, or if this contract is terminated, with or without cause, all such funds shall be immediately returned to the State.

EXHIBIT C TO INDEPENDENT SERVICES CONTRACT

Federal Funds Addendum

The following provisions shall be deemed incorporated and made a part of the Contract:

1. Certification:

- a. Acceptance of this Contract constitutes certification that the Contractor is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b. Acceptance of this Contract constitutes certification that the Contractor is not delinquent on any Federal debt.
- c. Acceptance of this Contract constitutes certification that to the best of the Contractor's knowledge and belief:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subcontracts shall certify and disclose accordingly.
- d. Acceptance of this Contract constitutes certification that the Contractor has an acceptable assurance for dealing with and reporting possible misconduct in science on file with the Office of Scientific Integrity, PHS.
- e. Contractor agrees to notify CSU immediately if there is any change of status in a., b., c., or d. above.

2. Availability of Funds:

This contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State by the granting agency for the purpose of contracting for the services provided for hereof, and therefore the contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this contract without liability, including liability for termination costs.

3. ☐ [Optional—check here if required]: Applicable Regulations; Audit:

The Uniform Administrative Requirements for Grants and Cooperative agreements to State and Local Governments (the "Common Rule"), and the applicable OMB Circulars cited therein, shall govern the allowability and allocability of costs under this contract. The State [and federal government] reserves the right to audit the contractor's books and records for a period of three years after contract expiration or termination in order to validate the allowability of costs paid under this contract, and any costs not allowable under the State procurement rules shall be reimbursed by the contractor, or offset against current obligations due by the State to the contractor, at the State's election.

**EXHIBIT D TO INDEPENDENT SERVICES CONTRACT
RENEWAL OPTION LETTER**

[For use only when box is checked in contract section 2(b)]

Date: _____
No. _____

State Fiscal Year: _____

Option Letter

In accordance with Paragraph(s) _____ of **CSU CONTRACT NO.** _____ (the "Contract"), between the Board of Governors of the Colorado State University System, acting by and through Colorado State University, and (contractor's name), the University hereby exercises the option for an additional term of 1 year at a cost/price specified in Paragraph 3 of the Contract, unless otherwise specified here: (describe any changes in cost).

The amount of the current Fiscal Year contract value is increased/decreased by (\$ amount of change) to a new contract value of (\$ _____) for the services/goods ordered under the Contract for the current fiscal year (indicate Fiscal Year). Contract Paragraph 3 is hereby amended accordingly.

☐ (If checked) The scope of services to be provided during the renewal term is set forth in **Exhibit A-2**, which shall supersede **Exhibit A** to the Contract for the renewal term exercised by this Option Letter. **Exhibit A-2** is attached hereto and made a part of this Contract.

The total contract value to include all previous amendments, option letters, etc., is (\$ _____).

IN WITNESS WHEREOF THE STATE HAS ISSUED THIS OPTION LETTER AS OF THE DATE EXECUTED BY
THE STATE CONTROLLER OR AUTHORIZED DELEGATE, BELOW.

STATE OF COLORADO:

BILL RITTER, JR., GOVERNOR

The Board of Governors of the Colorado State University
System, acting by and through Colorado State University
Larry Edward Penley, President and Chancellor

**ALL CONTRACTS MUST BE APPROVED BY THE
STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

By: _____
Printed Name: _____
Title: _____

APPROVED:

By: _____
Dean or Department Head

LEGAL SUFFICIENCY:
ATTORNEY GENERAL, STATE OF COLORADO
John W. Suthers

STATE CONTROLLER:
DAVID J. McDERMOTT, CPA

By: _____

Date: _____

By: _____
Robert Schur
Special Assistant Attorney General

EXHIBIT E TO INDEPENDENT SERVICES CONTRACT
VENDOR DISCLOSURE STATEMENT
Contract Performance Outside the United States or Colorado
Colorado Revised Statute 24-102-206

To the extent the vendor has not disclosed the following information in the Statement of Work, this form shall be completed and returned to the contracting agency. This applies to all state contracts and solicitation for services executed after August 3, 2007.

1. Are any services under the contract or any subcontracts anticipated to be performed outside the United States or Colorado?

Yes ☐

No ☐

If "Yes", please complete the following three questions:

2. Where will the services be performed under the contract including any subcontracts?
List country(ies) and/or state(s).

3. Explain why it is necessary or advantageous to go outside of the United States or the State of Colorado to perform the contract or any subcontracts.

4. Vendor Name: _____
Signature: _____
Date: _____

Not required for contracts to which the State is a party under:

- Medicare
- The "Colorado Medical Assistance Act", Articles 4 to 6 of Title 25.5 CRS
- The "Children's Basic Health Plan Act", Article 8 of Title 25.5, CRS
- The "Colorado Indigent Care Program", Part I of Article 4 of Title 25.5, CRS