

**Required Contract Provisions for
Acquisition of Goods and Services
CONTRACT ACCEPTANCE FORM**

This Agreement is between the Board of Governors of the Colorado State University System, acting by and through Colorado State University-Pueblo for the use and benefit of College/Department of _____ (**CSU-Pueblo**) and _____, a Select One _____ (Organization Type)e), existing under the laws of the state of _____ with a business address at _____ (**Vendor or Contractor**), concerning _____.

WHEREAS, Authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund Acct. No. _____, with a maximum contract price not to exceed (_____) _____; and Contractor was selected in accordance with University policy as a result of Select One number _____

WHEREAS, the NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, **the Parties agree as follows:**

1. This entire **Agreement** between the parties consists of the following documents, incorporated herein by these references:
 - a. this Contract Acceptance Form.;
 - b. the Contractor's Agreement/Contract, _____pgs. (including any exhibits referenced and incorporated therein); and
 - c. the following additional exhibits or attachments: if any _____.Any conflict among the various components that constitute this Agreement shall be resolved in the order of priority listed in section 1 above.

2. The **Effective Date** of this contract shall be the date that it is signed by or on behalf of the Colorado State University-Pueblo Controller below, or on a later date if specified in the Contract or an attachment hereto. The **Expiration Date** shall be:_____. **This Agreement shall not be valid until it has been approved by the Colorado State University-Pueblo Controller or designee. Under no circumstances shall the Contractor perform work or incur costs prior to the Effective Date or after the Expiration Date, and CSU-Pueblo shall not be liable for any charges for work done or costs incurred in violation of this provision.**

3. 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, complete Exhibit A, Statement as to Performance Outside the State of Colorado.***)

4. **Immunity/Insurance. A. Immunity.** Notwithstanding anything herein to the contrary, no term or condition of this Agreement shall be deemed, construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or provisions of the "Colorado Governmental Immunity Act", 24-10-101, et seq., C.R.S. ("CGIA") or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq.. The parties understand and agree that the liability of Colorado State University-Pueblo, its Board of Governors, departments, officials and employees is controlled and limited by the provisions of the CGIA, as now or hereafter amended. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the University to the above cited laws. In no event will the University be liable for any special, indirect, or consequential damages, even if the University has been advised of the possibility thereof. As an institution of the State of Colorado, CSU-Pueblo is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Agreement shall be null and void.
B. Insurance. If Contractor is providing services under this Agreement, then:
 - (a) The Contractor shall obtain, and maintain at all times during the term of this Agreement, 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 of \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$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 University a certificate or other document satisfactory to the University showing compliance with this provision. Notwithstanding this subsection, if the Contractor is a "public entity" within the meaning of the CGIA, the Contractor shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. Upon request by the University, the Contractor shall show proof of such insurance satisfactory to the University.
 - (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.
 - (5) (only if checked) Crime/Employee Dishonesty insurance with minimum limits of liability of not less than \$1,000,000.
 - (b) The Board of Governors of the Colorado State University System acting by and through Colorado State University-Pueblo, a division of the State of Colorado, shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases Contract Acceptance Form – rev. 2/9/11

and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required by this Agreement will be primary over any insurance or self-insurance program carried by the University.

(c) Contractor shall notify University at least 45 days prior to cancellation or non-renewal of the required insurance coverage.

(d) 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 University, State of Colorado, its agencies, organizations, officers, agents, employees and volunteers.

(e) All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the University. 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 herein, 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 workers' compensation.

(f) The Contractor shall provide certificates showing insurance coverage required by this Agreement to the University upon execution of this Agreement. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver to the University certificates of insurance evidencing renewals thereof. At any time during the term of this Agreement, the University may request in writing, and the Contractor shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

5. Payment pursuant to this Agreement shall be made as earned, in whole or in part, from available State funds for each fiscal year this Agreement is in effect. 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. The liability of the University, at any time, for such payments shall be limited to the unexpended amount remaining of such funds.
6. A party will be considered in default of its obligations under this Agreement if such party fails to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for 10 days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Agreement effective the date specified in the notice, and may seek such other and further relief as allowed by law.
7. If Federal funds are used for payment of any portion of the contract price, this Agreement shall be subject to and contingent upon the continuing availability of such funds for the purposes hereof.
8. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and approved by CSU-Pueblo. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
9. **Independent Contractor.** 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 University. Contractor and its employees and agents are not entitled to unemployment insurance or workers' compensation benefits through the University and the University 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 Agreement. Contractor shall not have authorization, express or implied, to bind the University 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 University, and (c) be solely responsible for its acts and those of its employees and agents.
10. **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, laws applicable to discrimination and unfair employment practices.
11. **Choice of Law/Venue.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. 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 provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution. Venue for any legal proceeding arising from this Agreement shall be in the County of Denver, State of Colorado.
12. **Binding Arbitration Prohibited.** The University does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.
13. **Software Piracy Prohibition. Governor's Executive Order D 002 00.** University or other public funds payable under this Agreement 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 Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the University determines that Contractor is in violation of this provision, the University may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

- 14. Employee Financial Interest/Conflict of Interest.** The signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this Agreement. 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.
- 15. Vendor Offset.** *[Not Applicable to intergovernmental agreements]* Subject to 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 §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
- 16. Public Contracts for Services.** *[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 Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the 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 Agreement 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 Agreement. 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 University within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (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 University a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall 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 University may terminate this Agreement for breach and, if so terminated, Contractor shall be liable for damages.
- 17. Public Contracts with Natural Persons.** 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 Agreement.

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EXHIBIT A

CONTRACTOR DISCLOSURE STATEMENT

**Contract Performance Outside the United States or Colorado
Pursuant to Colorado Revised Statute 24-102-206**

To the extent the vendor/contractor has not disclosed the following information in the Statement of Work, this form shall be completed and returned to the University. This applies to all University 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. Contractor 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