



**Colorado  
State**  
University

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**Request for Proposals #B900648**

**Renewable Electricity**

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## TABLE OF CONTENTS

Section I.	Background, Overview and Goals
Section II.	Administrative Information
	A. Issuing Office
	B. Purpose
	C. Scope
	D. Schedule of Activities
	E. Invitation to Bid/Respond
	F. Inquiries
	G. Addendum or Supplement to Request for Proposal
	H. Proposal Submission
	I. News Releases
	J. Response Material Ownership
	K. Incurring Costs
	L. Acceptance of Proposal Content
	M. Acceptance Time
	N. Additional Data
	O. Evaluation and Award
	P. Standard Contract
	Q. Exceptions
	R. F.O.B. Point
	S. Specification Requirement
	T. Payment Terms
	U. RFP Opening
	V. Term
	W. Resident Bidders
	X. Oral Presentations/Site Visits
	Y. Selection of Proposal
	Z. Award of Contract
	AA. RFP Cancellation
	BB. Insurance
Section III.	Background and Scope of Services
Section IV.	Information Required from Respondents
Appendix A	Electric Loads by Campus
Appendix B	Signature Page
Appendix C	Price Sheet
Appendix D	Sample Contract

## SECTION I

### BACKGROUND, OVERVIEW AND GOALS

#### **Background**

Founded in 1870 as the Colorado Agricultural College, Colorado State University (CSU) is now one of the United States' leading research universities. Located in Fort Collins, Colorado (USA), CSU currently enrolls approximately 22,650 undergraduate students, 4,100 graduate students and 550 Professional Veterinary Medicine students, and has more than 1,800 faculty members working in eight colleges.

CSU's purpose is to ensure students can realize their dreams and impact the world through access to innovative and relevant academic programming, an incomparable student experience, extraordinary faculty and staff, research and new knowledge discovery to solve global challenges, and state-of-the-art working and learning environments.

The Colorado State University System is comprised of three campuses with very distinct roles and missions, Colorado State University, Colorado State University-Pueblo and Colorado State University-Global Campus.

CSU has a long history of leadership in sustainability and is interested in reducing the environmental impact of campus electricity use. CSU has made a commitment to 100% renewable electricity by 2030 and complete carbon neutrality by 2050.

As a land-grant university, Colorado State has campuses, facilities and offices all across the state, currently served by 19 different electric utility companies. The vast majority of the University's electric loads are at the three largest campuses in the Fort Collins area (Main, Foothills and South). In total, the University currently consumes approximately 170,000 MWh/year.

Colorado State University-Pueblo is a federally designated Hispanic-Serving Institution, serving nearly 5,000 students. Diverse, intimate, and supportive, the Pueblo campus offers both undergraduate and graduate degrees in business, education, engineering and the humanities. CSU-Pueblo delivers unique programs in mechatronics, railroad engineering and automotive industry management.

For a breakdown of electricity consumption for CSU and CSU Pueblo, see Appendix A.

#### **Overview**

The purpose of this Request for Proposals (RFP) is to solicit proposals to enter into one or more contracts involving a qualified supplier to facilitate the purchase of renewable electricity by Colorado State University (CSU). For the purpose of this RFP renewable electricity will be defined as electricity generated by either wind or solar resources.

#### **Goals**

CSU desires to reduce the risk of price uncertainty inherent in electricity purchases from traditional resources. CSU is interested in long-term power purchase agreements, or on site (behind the meter) solutions to provide renewable electricity. It is the expectation of CSU that any off-site renewable electricity ultimately procured pursuant to this RFP will be delivered using firm or non-interruptible transmission service to the host electric utility for delivery to the final end use. In addition, it is a requirement that the University retains ownership of any RECs attributed to the contract(s) accepted through this RFP.

The University seeks solutions that will reduce and/or stabilize its electricity costs, provide a hedge against possible future increases in electricity prices, and demonstrate leadership in reducing carbon emissions. Notable components of the project include:

- A. Up to 100% Renewable Electricity – The University desires to enter into one or more long-term solutions (i.e. Power Purchase Agreements (PPA), on-site installations, etc.) for renewable electricity. It is anticipated that the electricity would primarily be generated off-site, but we understand that there are campuses where an on-site solution may be the best option. However, this solicitation makes no specific commitment of land or other University assets for renewable electricity development. The goal is for the renewable electricity project(s) to provide, in aggregate, up to 100% of the University’s annual electricity consumption.
- B. Multiple Projects – It is not a requirement that a single project, resource or offeror satisfy all of the renewable electricity sought by the University. As such, the University is prepared to enter into multiple agreements that, in total, would equal the desired load. The University will also consider a single offeror with multiple projects. (Note: If an offeror proposes multiple projects, each project should be in a separate proposal, with its own bid sheet.)
- C. ‘Physical Delivery’ PPA – In the case of an off-site solution, the University is interested in a Power Purchase Agreement(s) that provide physical delivery, wherein power is physically delivered to the University campus(es) via the local utility providers. The University is not interested in a virtual PPA or unbundled RECs. This will require collaboration with the host electric utility(ies) to develop terms and conditions associated with delivery to the final end use.

Colorado State is not the only higher education institution in the state with aggressive carbon reduction goals. In addition to such institutions, several businesses and organizations located in Northern Colorado wish to advance their climate goals through renewable electricity purchases. Therefore, the University encourages deal structures in which a successful offeror’s renewable resources are made available to other higher education institutions in the state and/or local businesses and organizations in the Northern Colorado area. These additional loads could add substantially to the total electricity procured and thus may improve the financial viability of the proposed project. In order to accomplish this goal, the University would facilitate coordination with other interested higher education institutions to expand the total quantity of renewable electricity purchased. The successful offeror will be responsible

for negotiating and establishing energy sales and deliveries to any private organizations, and, if such sales are an essential element of the successful offeror's response, the University may require reasonable proof, in the University's sole discretion, of such sales or impending sales prior to final execution of any contract resulting from this solicitation. For clarity, the University cannot participate in price negotiations with private parties, and any prices established between the successful offeror and a private party may differ from those guaranteed to the University. The University, and any other participating higher education institutions, seek to benefit from economies of scale afforded by the inclusion of other parties in the successful offeror's plan, but cannot act to benefit any private organization.

Any price agreement from this solicitation may be extended to other Cities, Counties, Institutions of Higher Education, and school districts or other political subdivisions, providing they are willing to order against the Agreement in accordance with the prices, services and terms and conditions of the Agreement. Extension is limited to the prices, services and terms contained in the University's Agreement, except where applicable, additional terms and conditions may be negotiated with such other entities as agreed to by those parties. Rebates, credits, and other incentives (if any) available to the University will not be extended to the Institutions of Higher Education, Cities, Counties, and school districts and the other political subdivisions. Any rebates, credits and/or agreements with incentives generated from Institutions of Higher Education, Cities, Counties, and school districts and other political subdivisions may be provided to Colorado State University as set forth in the Agreement.

## SECTION II

### ADMINISTRATIVE INFORMATION

- A. **ISSUING OFFICE:** This Request for Proposals (RFP) is issued for the State of Colorado, Board of Governors of the Colorado State University System, by the Colorado State University Procurement Office. This RFP is governed by the Colorado State University Procurement Rules in effect at the time of its issuance. The CSU Procurement Rules, which can be viewed at; <http://wsnet.colostate.edu/cwis191/policy/policies.aspx>, may differ from the State of Colorado Procurement Code and Rules. This RFP is not governed by or subject to the State of Colorado Procurement Code or Rules.
- B. **PURPOSE:** This Request for Proposal provides prospective Offerors with sufficient information to enable them to prepare and submit proposals.

1. **Definitions:**

In the following Request for Proposal (RFP) the term “University” shall be understood to mean “The Board of Governors of the Colorado State University System acting by and through Colorado State University.”

The term “Offeror,” as used herein, shall be understood to mean the individual, company, corporation, or firm formally submitting a response to this RFP, and may also be referred to as the “Offeror”, “Vendor”, or “Contractor”.

The term “Response”, as used herein, shall be understood to mean a written offer to provide goods and/or services in accordance with the general conditions, instructions, and specifications stated herein with exceptions clearly stated, and may be used interchangeably with the terms “Proposal” and “Bid”.

- C. **SCOPE:** This Request for Proposal contains the instructions governing the proposals to be submitted and the material to be included therein, mandatory requirements which must be met to be eligible for consideration, and other requirements to be met by each proposal.

D. **SCHEDULE OF ACTIVITIES:**

Schedule of Activities	Timeline All times are Mountain Time (MT)
RFP Published	August 23, 2017
Written Inquiry Deadline	Thursday, September 7, 2017 at 3:00 PM
Responses to Written Inquiries Published (estimate)	Thursday, September 14, 2017
<b>Proposal Submission Deadline</b>	<b>Thursday, October 5, 2017 at 3:00 PM</b>
Presentations from Competitive Range Offerors	Week of November 27, 2017 and/or week of December 4, 2017
Award Notification (estimate)	January 22, 2017

- E. INVITATION TO BID/RESPOND AND RESPONSIBILITIES OF OFFERORS: All interested individuals/firms are invited to submit a proposal in accordance with the policies, procedures, and dates as set forth herein.
- F. INQUIRIES: Prospective Offerors may make **written** inquiries by e-mail concerning this Request for Proposal to obtain clarification of requirements. Answers to any inquiries will be emailed to offerors as a modification to the Request for Proposal as soon as possible after Thursday, September 7, 2017. No inquiries will be accepted after 3:00 P.M. on Thursday, September 7, 2017. Inquiries should be directed to the following using the e-mail address:

Farrah Bustamante, CPPB  
Procurement Services  
6010 Campus Delivery  
Fort Collins, CO 80523-6010  
Email: Farrah.Bustamante@colostate.edu  
Fax: 970-491-1992

Physical Address (for hand deliveries only--NOT to be used for US Mail or overnight delivery services, e.g., UPS, FedEx, etc.):  
555 S. Howes St., 1<sup>st</sup> Floor N., Suite 108, Fort Collins, CO 80523-6010.

The Procurement Official listed herein is to be the **SOLE point of contact** concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

- G. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL: In the event it becomes necessary to revise any part of this Request for Proposal, an Addendum to this RFP will be emailed to offerors. Offerors shall not rely on any other interpretations, changes, or corrections.
- H. PROPOSAL SUBMISSION: One (1) paper **ORIGINAL** (marked **ORIGINAL**) of your written Proposal and nine (9) USB's, each with your complete written Proposal, must be submitted to the CSU Procurement Office, sealed in a package with "RFP #B900648, Renewable Electricity." in the lower right hand corner. Each copy of the proposal shall include the Offeror's complete response, including pricing and discounts.

The proposal package must be received on or before 3:00 P.M. on Thursday, October 5, 2017. It is the responsibility of the Offeror to ensure that the proposal package arrives in the Procurement Office prior to Bid Opening Time.

If by mail, the proposal package plus the required ten (10) USB copies must be delivered or sent by mail to:

Colorado State University  
Procurement Services  
6010 Campus Delivery

Fort Collins, CO 80523-6010

Mark outside of package “RFP B900648, Renewable Electricity.”

If in person or by courier deliver proposals to:

Colorado State University  
Procurement Services  
555 S. Howes, Suite 108  
Fort Collins, CO 80523

Mark outside of package “RFP B900648, Renewable Electricity.”

**UNDER NO CIRCUMSTANCES WILL A TELEPHONE OR FAX BID BE ACCEPTED. FAILURE OF THE POSTAL SERVICE OR A COURIER, OVERNIGHT EXPRESS OR SIMILAR SERVICE TO DELIVER THE BID PACKAGE ON TIME SHALL NOT BE GROUNDS TO CONSIDER A LATE BID.**

The University reserves the right, in its sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the University to do so.

The Colorado State University Procurement Rules require that contracts be awarded to responsible bidders only. Bidder responsibility is a determination made in the sole discretion of CSU. The University reserves the right to make this determination at any time in this RFP process, and may not make a responsibility determination for every Offeror.

Factors to be considered in determining whether the standard of responsibility has been met include whether an Offeror has:

- (a) availability of the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, as necessary to indicate the capability to meet all contractual requirements;
- (b) a satisfactory record of past performance with CSU and/or other institutions, agencies and similar customers;
- (c) a satisfactory record of integrity;
- (d) the legal authority to contract with the University; and
- (e) supplied all necessary information in connection with the inquiry concerning responsibility.

The Offeror shall supply information requested in Section V concerning the Offeror’s responsibility. The University reserves the right to request further information as it deems necessary to determine the Offeror’s responsibility. If the Offeror fails to supply the requested information, the University shall base the determination of responsibility upon any available information or may find the Offeror non-responsible if such failure is unreasonable. An Offeror determined by the Purchasing Agent to be non-responsible shall be eliminated from the solicitation and its response will not be evaluated by the Evaluation Committee.

**CONFIDENTIALITY:** Any restrictions on the disclosure or use of Confidential Information contained within a bid or proposal must be clearly stated in the bid or proposal



itself. The Colorado Open Records Act, C.R.S. sec 24-702-201 et seq., applies to all documents submitted in response to this solicitation. The Open Records Act specifically states that the following are considered confidential: "Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data." The Bidder or Offeror must designate documents as Confidential Information that fall into these categories by clearly and conspicuously marking the documents. Confidential Information shall not include any subsequent contractual terms or pricing that result from the Bidder or Offeror's submission.

If Confidential Information is submitted, it must be placed in a separate, clearly marked envelope with the sealed bid package, with the Proposal Number and the following information clearly and conspicuously marked: **"Confidential Information RFP B900648, Renewable Electricity."** Failure to comply with this requirement shall render all materials received from Offeror as non-confidential after the award.

- I. NEWS RELEASES: News releases pertaining to this procurement or any part of the subject shall not be made without prior written approval of Colorado State University Procurement.
- J. RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of the University and will only be returned to the Offeror at the University's option.
- K. INCURRING COSTS: Notwithstanding any other statement, representation, or information acquired by an Offeror the University shall not be liable for any cost incurred by Offerors prior to issuance of an agreement, contract, or purchase order for such cost.
- L. ACCEPTANCE OF PROPOSAL CONTENT: The contents of the proposal (including persons specified to implement the project) of the successful Offeror will become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract, purchase order, or other commitment voucher may result in cancellation of the award. Under these conditions, the University reserves the right to enter into negotiations with the next ranking Offeror on the same terms and conditions as set forth in the Request for Proposal or make such other disposition or award as the University deems most advantageous.
- M. ACCEPTANCE TIME: The University intends to make a bid selection for contract negotiation within the period indicated in the Schedule of Activities, subject to amendment.
- N. ADDITIONAL DATA: The Offeror should submit any additional information or data not requested in this RFP which the Offeror believes should be considered in the evaluation of a response.
- O. EVALUATION AND AWARD: All proposals submitted in response to this RFP will be evaluated by a committee of University personnel. Contracts/Purchase Order(s) will be awarded to the Bidder whose proposal, conforming to this RFP, will be the most advantageous to the University, price and other factors considered. Due to the evaluation procedure for the Request For Proposal, lowest dollar price MAY or MAY NOT indicate the successful awardee. Price constitutes only one of several evaluation criteria. The Colorado State University

Procurement Rules govern this procurement as a limited competition RFP as these services would be exempt from competition from our Procurement Rules (Section IV, Applicability, B. Exclusions, 7.) in effect at the time of its issuance, <http://wsnet.colostate.edu/cwis191/policy/policies.aspx>.

The Evaluation Committee will judge the merit of proposals received in accordance with the criteria described below (in no particular order):

- Project Costs
- Demonstrated Ability to Deliver Project
- Experience of Offeror
- Financial Strength of Offeror
- Contribution to Academic and Research Mission

The Respondent selected for an award will be the Respondent whose proposal is the most advantageous to the University. The University is not bound to accept the lowest priced proposal if that proposal is not in the best interests of the University as determined by the University in its sole discretion.

Failure of the Offeror to provide in his/her proposal any information requested in the RFP may result in disqualification of his/her proposal and shall be the responsibility of the bidding individual or firm.

- P. **STANDARD CONTRACT PROVISIONS REQUIRED BY LAW:** The successful Offeror will enter into a contract with the University. The University's Required Contract Provisions – General Terms and Conditions are attached for reference as Appendix D. Any and all exceptions to the provisions contained in this RFP must be clearly and specifically stated in a separate document, entitled "Exceptions to the RFP Terms and Conditions," included with the Offeror's Proposal, Section IV.G. Failure to specifically state an exception shall be conclusively deemed a waiver of any such objection. Failure or refusal to execute the contract documents as accepted, within the required time period stated in this RFP, shall be cause for immediate cancellation of the award. **NOTE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS RFP OR OTHER CONTRACT DOCUMENT ARISING FROM THIS RFP, THE UNIVERSITY IS SIGNIFICALLY LIMITED IN ITS ABILITY TO "INDEMNIFY," "DEFEND," OR "HOLD THE CONTRACTOR HARMLESS" WITH RESPECT TO THIRD-PARTY CLAIMS THAT MAY BE BROUGHT AGAINST THE CONTRACTOR.** The University is a governmental entity within the scope of the Colorado Governmental Immunity Act, CRS secs. 24-10-101, et seq., as now and hereafter amended, and nothing in this RFP or any contract arising from this RFP shall be applied or construed as a waiver of governmental immunities.
- Q. **EXCEPTIONS:** Any and all exceptions to the provisions contained in this RFP must be clearly and specifically stated in a separate document, entitled "Exceptions to the RFP Terms and Conditions," Section IV.G, included with the Offeror's Proposal. Failure to specifically state an exception shall be conclusively deemed a waiver of any such objection. Failure or

refusal to execute the contract documents as accepted, within the required time period stated in this RFP, shall be cause for immediate cancellation of the award.

- R. F.O.B. POINT: All prices bid shall be F.O.B. Colorado State University, freight included, and shall include performance to the satisfaction of the specifications listed in this RFP and to the satisfaction of the Evaluation Committee.
- S. SPECIFICATION REQUIREMENT: All proposals must meet or exceed the specifications provided herein. Evaluation of the extent to which proposals meet specifications will be performed SOLELY and determined SOLELY by the evaluation committee in concurrence with the Colorado State University Procurement Office.
- May:  
Indicates something that is not mandatory but permissible/desirable.
  - Shall, Must, Will:  
Indicates mandatory requirement. Failure to meet these mandatory requirements will result in disqualification of your proposal as non-responsive.
  - Should:  
If the proposer fails to provide recommended information, the University may at its sole option, ask the proposer to provide information or evaluate the proposal without the information.
- T. PAYMENT TERMS: Complete payment by Colorado State University will be made ONLY after acceptance by performance (all specifications met and services accepted by the Department as satisfactory in all requirements). Alternate payment proposals will be reviewed and evaluated by the interested department and the Procurement Office.
- U. BID OPENING: Due to the complexity of this Request for Proposals, information provided at the Proposal Opening shall be restricted to the **NAME AND NUMBER OF RESPONDERS**. Inspection of the Offerors' proposals will not be allowed until after the award notification letters are mailed.
- V. TERM: This is negotiable.
- W. RESIDENT OFFERORS: Any Offeror who wishes to be considered a "resident Offeror" for the purposes of the tie bid procedure provided in C.R.S., Sections 8-18-101 and Rule V.AA.2 of the CSU Procurement Rules shall include with their bid proof that he/she meets the definition of Resident Bidder, in absence of which, any preference will be waived.
- X. SITE VISITS AND ORAL PRESENTATIONS: Offerors may be selected to attend a proposal presentation to the evaluation committee. Presentation times will be randomly assigned to Offerors that are in the competitive range. Presentations are scheduled for the week of November 27, 2017 and/or the week of December 4, 2017.

- Y. **SELECTION OF PROPOSAL:** The University reserves the right to hold discussions with Offerors who have been found to be in the competitive range, and such discussions may result in the University conducting Best and Final Offers.

A presentation and/or demonstration may be requested by the competitive range vendors prior to award. If the University requests presentations by the competitive range Offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

The University, at its discretion, may utilize a Best and Final Offer (BAFO) stage. If this phase is utilized, the purchasing agent shall submit to the vendors most likely to receive the award, requests for specific clarification and allow vendors to enhance their pricing. The Purchasing Agent shall coordinate the Offerors' responses for review by the evaluation committee. **The Procurement Official shall be the SOLE point of contact throughout the process for all Offerors.** If the University requests Best and Final Offers by competitive range Offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revising scoring, the University reserves the right to evaluate BAFOs by use of a narrative.

Upon review and approval of the evaluation committee's recommendation for award, the Director of Procurement will approve the recommendation and an Award letter will be issued to the successful Offeror.

- Z. **AWARD OF CONTRACT:** The award will be made to the responsible Offeror who's Proposal, conforming to the RFP, will be the most advantageous to Colorado State University, after consideration and evaluation of the criteria presented in this RFP. Procurement Services, after review and approval of the evaluation committee's written recommendation, will notify all Offerors via email of the results of the RFP evaluation. The posting will be an announcement of "Notice of Intent to Make an Award" which will name the apparent awardee/contractor, pending execution of a contract. A contract must be completed and signed by all parties concerned with reasonable promptness after the award. In the event the parties are unable to enter into a contract within a reasonable time, as determined by the University, the University may elect to cancel the Award and may make an award to the next highest ranking Offeror, cancel the solicitation, or make such other disposition or award as the University deems most advantageous.
- AA. **RFP CANCELLATION:** Colorado State University reserves the right to cancel this Request for Proposal at any time prior to award, without penalty.
- BB. **INSURANCE:** The Contractor shall obtain, and maintain at all times during the performance of any contract or purchase order, insurance as specified in the Request for Proposal. If insurance requirements are not specified in the RFP, 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.

## SECTION III

### SCOPE OF SERVICES/SPECIFICATIONS

The University seeks solutions that will reduce and/or stabilize its electricity costs, provide a hedge against possible future increases in electricity prices, and demonstrate leadership in reducing carbon emissions. Notable components of the project include:

- A. Up to 100% Renewable Electricity – The University desires to enter into one or more long-term solutions (i.e. Power Purchase Agreements (PPA), on-site installations, etc.) for renewable electricity. It is anticipated that the electricity would primarily be generated off-site, but we understand that there are campuses where an on-site solution may be the best option. However, this solicitation makes no specific commitment of land or other University assets for renewable electricity development. The goal is for the renewable electricity project(s) to provide, in aggregate, up to 100% of the University's annual electricity consumption.
- B. Multiple Projects – It is not a requirement that a single project, resource or offeror satisfy all of the renewable electricity sought by the University. As such, the University is prepared to enter into multiple agreements that, in total, would equal the desired load. The University will also consider a single offeror with multiple projects. (Note: If an offeror proposes multiple projects, each project should be in a separate proposal, with its own bid sheet.)
- C. 'Physical Delivery' PPA – In the case of an off-site solution, the University is interested in a Power Purchase Agreement(s) that provide physical delivery, wherein power is physically delivered to the University campus(es) via the local utility providers. The University is not interested in a virtual PPA or unbundled RECs. This will require collaboration with the host electric utility(ies) to develop terms and conditions associated with delivery to the final end use.

## SECTION IV

### INFORMATION REQUIRED FROM RESPONDENTS

The following describes the minimum information that is required from Offerors. If references are made in your response to accompanying materials, specify document names and pages where information can be found. Failure to comply with the required format and content of all required information may, at the discretion of CSU, result in the proposal being eliminated from further consideration.

Interested offerors should submit the following information in their proposal. Note, if an offeror is proposing multiple projects, each project should be in a separate proposal, with its own price sheet (AppendixC).

- A. Developer Information.** Information describing the developer and the personnel who will implement the project. The following should be included :
- i. **Evidence of Experience** – Describe the total number of renewable projects placed in service by the developer in the last 10 years, including size (MW rated and MWh generated), location and generation technology. Identify and describe at least three specific projects that are similar in nature to the Colorado State University Renewable Electricity Project. Please include the developer's role in each project (i.e. owner, operator, financier, etc.).
  - ii. **Key Personnel** – Identify the project's key personnel, their roles & experience.
  - iii. **Financial information** – Describe the developer's financial strength and capabilities that enable it to develop, own and operate the facility as applicable to the proposed project.
  - iv. **Coordination with Local Utilities** – Provide up to three utility references (including contact info) demonstrating examples of coordination with local utility providers for delivery of renewable electricity to end use customers.
- B. Project Information.** For the proposed project, please provide the following information. A developer may propose more than one project. If multiple projects are proposed, include all of the information set forth below for each project.
- i. **Proposed Project Name and Location** – Provide the project's name and location. Include a map that shows the project in relation to the nearest towns, roads and utility lines.
  - ii. **Proposed Project Type and Production** – Describe the project's generation source (i.e. solar or wind), nameplate capacity, and estimated annual electricity production in MWh.
  - iii. **Schedule and Commercial Operation Date (COD)** – If a new project,

indicate the anticipated COD. Provide a detailed schedule and management plan for the project, including factors that may impact the project's schedule.

iv. **Interconnection and/or Transmission Studies (if applicable)** – Wind or solar generation projects must be located within the Western Electricity Coordinating Council (WECC) region. Identify where the project would be connected to transmission, the owner of the transmission interconnection assets and all information relevant to the interconnection, including, if applicable, any agreements and studies, the status of any applications, and the estimated schedule for any necessary upgrades. Indicate if a formal Generator Interconnection request has been made to the local transmission or distribution provider. If so, please provide: (i) date of such interconnection request, (ii) documentation that confirms such request and (iii) results of any corresponding Generator Interconnection Study if available. Offeror shall also provide any studies or analysis indicating if firm transmission service is expected to be available from the renewable energy project(s) to the host electric utility(ies) for delivery to the final end use.

v. **Site Control** – Identify whether the developer currently owns or leases the property. If the property is leased, indicate the duration of the current lease and type of lease. If the property is neither leased nor owned by the developer, indicate how the developer intends to gain control over the site.

vi. **Permitting Status** – Provide status of all federal, state and local permits.

vii. **Zoning** –Indicate proof that the project site is zoned appropriately for this project.

viii. **Environmental Permits and Reports** – Discuss whether any Federal Incidental Take Permit (ITP), Habitat Conservation Plan (HCP), or related filings have been started or may need to be completed before project operation. Also provide a listing of all environmental studies conducted to date, and any additional studies anticipated.

C. **Project Pricing Information.** All proposals must include the following information and should utilize the Price Sheet (Appendix C).

i. **Pricing** — Proposals must include the cost of renewable energy produced and any Interconnection and/or Transmission Costs to transmit renewable energy to the Delivery Point.

ii. **Interconnection and/or Transmission Costs** – Proposals with off-site solutions must also include identification of proposed transmission interconnection points, including any line extensions required to deliver the electricity to the host electric utility provider. The offeror is responsible for all costs associated with transmission interconnection and system upgrades.

iii. **Delivery Point** – Proposals with off-site solutions must include the location where the



renewable energy project output is injected into the host electric utility(ies) transmission system.

- iv. **Fixed and 2%** — Pricing must include two options: A) fixed (i.e. 0% escalation); B) 2% annual escalation.
- v. **REC Treatment** — The University requires the retention of RECs and any existing or future environmental attributes associated with the project(s). Offeror must deliver RECs via the Western Renewable Energy Generation Information System (WREGIS). Offeror shall be responsible for registering the renewable generation units in WREGIS, for contracting with a Qualified Reporting Entity (QRE), issuing RECs in WREGIS, and for transferring them to CSU's account.
- vi. **Length of Term** — Offerors are required to bid a price for a PPA term of 20 years. As an option, offerors may also propose a term of their choosing, between at least twelve (12) years and no more than twenty-five (25) years.
- vii. **All Costs** — All costs should be included in the offeror bid price, including any transmission and other costs to deliver output to the Delivery Point. The University will not be responsible for any costs other than the PPA price, including network upgrades, environmental costs, fees or similar items up to and including the Delivery Point that might not yet be identified or may arise after PPA execution or commercial operation.

**D. Academic/Research Opportunities:** Explain any opportunities the offeror may provide to CSU's research and academic interests in sustainability and renewable electricity integration.

**E. Proposed Contract.** Offerors may include a draft of a proposed PPA that includes all of the key business terms and provisions. Please note, however, that no assurances are made that the University will accept the terms offered in such sample contracts.

**F. Additional Information.**

- i. Describe any partnerships the firm have that may provide additional value to the University.
- ii. Provide any additional information that they believe to be relevant to the RFP and their capability to provide the services requested.

**G. Exceptions to the RFP Terms and Conditions.**

Any and all exceptions to the provisions contained in this RFP must be clearly and specifically stated in this section. Failure to specifically state an exception shall be conclusively deemed a waiver of any such objection. Failure or refusal to execute the contract documents as accepted, within the required time period stated in this RFP, shall be cause for immediate cancellation of the award.

**H. Signature Page.**

The attached signature page, listed as Appendix B, must be filled out and attached to the proposal.

## APPENDIX A

### ELECTRIC LOADS BY CAMPUS

	Campus	City	Utility Provider	Annual MWh (FY17)	Annual Cost	Average Cost [\$/MWh]
Fort Collins Area Campuses	Main Campus	Fort Collins	FCU/PRPA	110,318	\$7,724,139	\$70.02
	South & West Campus	Fort Collins	FCU/PRPA	25,843	\$2,403,429	\$93.00
	Foothills Campus	Fort Collins	Xcel Electric	29,690	\$2,494,984	\$84.03
	Ft Collins Area Facilities**	Fort Collins	FCU/PRPA	177	\$15,118	\$85.41
	Mountain Campus	Pingree Park	Poudre Valley REA	349	\$40,935	\$117.36
	Agricultural Research Development & Education Center (ARDEC)	Fort Collins	Xcel Electric	1,160	\$129,478	\$111.58
BRANCH Stations	Gabbard-Rutledge	Waverly	Poudre Valley REA	3	\$524	\$190.41
	Short Grass Steppe Research Center	Nunn	Poudre Valley REA	94	\$12,383	\$131.86
	Portner Farm	Fort Collins	Xcel Electric	80	\$10,270	\$128.76
	Arkansas Valley Research Center	Rocky Ford	Black Hills Energy	113	\$24,294	\$215.75
	Eastern Colorado Research Center	Akron	Highline Electric	139	\$19,219	\$138.36
	Plainsman Research Center	Walsh	Colorado Power	5	\$822	\$152.59
	Grand Junction Animal Disease Lab	Grand Junction	Xcel Electric	59	\$7,329	\$123.38
	Western Colorado Research Center	Fruita	Grand Valley Power	25	\$3,682	\$146.95
		Orchard Mesa	Grand Valley Power	73	\$9,051	\$124.49
		Roger's Mesa	Delta-Montrose Electric	29	\$4,489	\$154.79
	San Luis Valley Research Center	Center	Xcel Electric	423	\$56,573	\$133.66
	Southwest Colorado Research Center	Cortez	Empire Electric	7	\$1,517	\$222.70
	Chill Radar Facility	Greeley	Xcel Electric	206	\$21,423	\$103.95
CSFS Stations	Alamosa	Alamosa	Xcel Electric	0.3	\$180	\$640.57
	Boulder	Boulder	City of Longmont/PRPA	10	\$1,042	\$108.76
	Canyon City	Canyon City	Black Hills Energy	14	\$2,769	\$191.72
	Durango	Durango	La Plata	14	\$2,306	\$162.82
	Fort Morgan	Fort Morgan	City of Fort Morgan	7	\$657	\$91.54
	Franktown	Franktown	Intermountain REA	12	\$1,715	\$146.42
	Golden	Golden	Xcel Electric	29	\$4,364	\$150.72
	Granby	Granby	Mountain Parks	11	\$1,602	\$141.51
	Gunnison	Gunnison	Western State	40	\$3,049	\$75.61
	La Junta	La Junta	City of La Junta	11	\$1,839	\$172.42
	La Veta	La Veta	San Isabel Electric	10	\$2,081	\$218.04
	Montrose***	Montrose	Delta-Montrose Electric	10	\$1,500	\$150.00
	Salida	Salida	Xcel Electric	7	\$898	\$136.12

	Steamboat Springs	Steamboat Springs	Yampa Valley Electric	8	\$2,465	\$299.70
	Woodland Park	Woodland Park	Intermountain REA	11	\$1,485	\$136.23
			<b>Total/Average</b>	<b>168,988</b>	<b>\$13,007,611</b>	<b>\$76.97</b>

\*\* Visitors Center, ELC & Remainder of Rigden Farm buildings

\*\*\* Estimated no previous data

**APPENDIX B**

**SIGNATURE PAGE**

**NOTE: THIS PAGE MUST BE FILLED OUT AND BE INCLUDED WITH THE RESPONDENTS PROPOSAL**

---

(COMPANY NAME)

---

(COMPANY STREET ADDRESS)

---

(COMPANY CITY, STATE AND ZIP CODE)

---

(COMPANY PHONE NUMBER)

---

(COMPANY FAX NUMBER)

---

(TYPED NAME AND TITLE OF AUTHORIZED AGENT)

---

(SIGNATURE OF AUTHORIZED AGENT)

---

(EMAIL ADDRESS OF AUTHORIZED AGENT)

---

(DATE)

---

(COMPANY'S FEDERAL EMPLOYEE IDENTIFICATION NUMBER)

**APPENDIX C**  
**PRICE SHEET**

Proposals shall include pricing on this form.

Project Name	
Project Location	
Nameplate Capacity (MW)	
Est. Annual Production (MWh)	
% of Production Available to University	
Expected Commercial Operation Date	

In the section below, Offerors must propose a PPA with a 20 year term; and they may propose a PPA contract term of any length between 12 and 25 years. Offerors should indicate their proposed number of years in “PPA Length (years).”

**REQUIRED PRICE INFORMATION:**

**Delivery Point Pricing**

PPA Length** (years)	Delivery Point price per MWh fixed (0% escalation) (\$/MWh)	Delivery Point price per MWh for Year 1 with annual escalation of 2% (\$/MWh)	Transmission/Delivery Costs per MWh (\$/MWh)
20			

\*\* Note additional lines ARE for optional proposals that include offers with a PPA length different from 20 years

**REQUIRED DELIVERY INFORMATION:**

Provide a narrative description of the procedure used to provide delivery to the end use – including necessary coordination with local utility providers. Note that in the case of a proposed on-site solution, this section is not required.

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## APPENDIX D

### REQUIRED CONTRACT PROVISIONS – GENERAL TERMS AND CONDITIONS

Independent Contractor: Contractor, and all persons employed or engaged by Contractor to perform under the attached Scope of Work, shall perform as an independent contractor and not an employee or agent of the University. The means and methods of performance are to be determined by the Contractor in order to achieve the results required under the Statement of Work. Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation 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 shall 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 University to any contract, 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.

(2) Inspection/Monitoring: The University reserves the right to inspect Contractor's performance at all reasonable times and places during the term of this Contract, including any extensions or renewals. If Contractor's performance fails to conform to the requirements of this Contract, the University may require Contractor promptly to come into conformance at Contractor's sole expense. If Contractor's performance cannot be brought into conformance by such corrective measures, the University may exercise any or all of the remedies available under this Contract, at law or in equity. Contractor shall permit the University, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure.

(3) Late Payments/Interest: The University shall pay each invoice within 30 days of receipt thereof, for the work performed by Contractor and accepted by the University. If the University contests any amount invoiced, it shall pay the uncontested amount and provide a written statement of the reason(s) for withholding the remaining amount together with such partial payment. Uncontested amounts not paid by the University within 45 days after due date shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one (1.0%) percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the University separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days interest to be paid, and the interest rate.

(4) Fund Availability: Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If federal funds are used to fund this Contract, in whole or in part, the University's performance hereunder is contingent upon the continuing availability of such funds and **Exhibit C** attached hereto is incorporated herein by this reference. If such funds are not appropriated, or

otherwise become unavailable, the University may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof and shall remit payment to the Contractor for the its performance prior to termination. If the amount due cannot readily be determined from the Contract, then the amount shall be calculated on a pro rata basis according to the percentage of the entire Scope of the Work that was completed and accepted by University.

(5) Contractor Records: Contractor shall make, keep and maintain a complete file of all records, communications and documents pertaining in any manner to its performance hereunder. Contractor shall maintain such records for a period of at least three years until the last to occur of: **(i)** the date this Contract expires or is sooner terminated, **(ii)** final payment is made hereunder, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the “Record Retention Period”). Contractor shall permit the University (and, if federal funds are used in the payment of this Contract, the federal government), and any duly authorized agent of either, to audit and inspect Contractor's records during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder.

(6) Confidential Information: Confidential Information (or “CI”) as used in this Contract, shall include any and all documents, materials, data or information disclosed by one Party (the “Disclosing Party”) to the other Party (the “Recipient”) that (i) is clearly identified as CI at the time of disclosure, or (ii) the Recipient knows to be CI of the Disclosing Party. CI shall not include any information which at the time of disclosure is in the public domain, or which after disclosure is published or otherwise becomes part of the public domain in any manner other than by violation of this Contract; or was in the possession of the Recipient at the time of disclosure. CI shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS Sec.24-72-101, et seq. (“CORA”). The Parties shall keep all CI secret at all times and comply with all laws and regulations concerning confidentiality of such information. Any request or demand by a third party for CI shall be immediately forwarded to the Disclosing Party’s designated representative. If disclosure of the CI is required pursuant to CORA or to any lawful subpoena, court order, or other legal process, it shall be the sole responsibility of the Disclosing Party to initiate and prosecute a legal action to prevent, limit or prohibit the disclosure, at its own expense. The Recipient shall reasonably cooperate with the Disclosing Party with respect to any such legal action, but shall always have the right to proceed as it believes, in its sole discretion and judgment, to be required in accordance with the law.

(7) Licenses, Permits and Other Authorizations: Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain a business registration with the Colorado Secretary of State and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

(8) Insurance:



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 University a certificate or other document satisfactory to the University showing compliance with this provision. Notwithstanding this subsection A, if the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 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 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, a division of the State of Colorado, 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. Contractor shall notify University at least 45 days prior to cancellation or non-renewal of the required insurance coverage.

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 coverage required hereunder shall be issued by insurance companies satisfactory to the University.

F. The Contractor shall provide certificates showing insurance coverage required by this Contract to the University upon execution of this Contract. 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 Contract, 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.

G. 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 worker's compensation.

(9) Default: The failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes an event of default. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute an event of default. In the event of a default, notice shall be given in writing by the non-defaulting Party to the defaulting Party. If such default is not cured within 30 days of receipt of written notice, or if a cure cannot reasonably be expected to be completed within 30 days, or if cure has not begun within 30 days and pursued with due diligence, then the defaulting Party shall be in breach of this Contract, and the non-defaulting Party may exercise any of the remedies set forth below. Notwithstanding anything to the contrary herein, the University, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate and/or irreparable harm.

(10) Remedies for Default - Termination: The University may terminate this Contract in whole or in part. Exercise by the University of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any and may incur obligations as are necessary to do so within this Contract's terms. To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the University has an interest. All materials owned by the University in the possession of Contractor shall be immediately returned to the University. Any completed deliverables, at the option of the University, shall be delivered by Contractor to the University and shall become the University's property. The University shall remunerate Contractor only for accepted performance up to the date of termination.

Notwithstanding any other remedial action by the University, Contractor shall remain liable to the University for any damages sustained by the University by virtue of any default under this Contract by Contractor and the University may withhold any payment to Contractor for the purpose of mitigating the University's damages, until such time as the exact amount of damages due to the University from Contractor is determined. Contractor shall be liable for excess costs incurred by the University in procuring from third parties replacement goods and services as cover.

(11) Remedies for Default – Not Involving Termination: The University, its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

A) Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the University without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the University's directive and the University shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

B) Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

C) Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the University; provided, that any denial of payment shall be reasonably related to the value to the University of the obligations not performed.

D) Notwithstanding any other provision herein, the University may demand immediate removal of any of Contractor's employees, agents, or subcontractors whom the University deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the University's best interest.

(12) Intellectual Property Infringement: If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the University's option (i) obtain for the University or Contractor the right to use such products and services; (ii) replace any goods, services, or other product involved with non-infringing products or modify them so that they become non-infringing; or (iii) if neither of the foregoing alternatives are reasonably available, remove any infringing goods, services, or products and refund the price paid thereof to the University.

(13) Termination for Convenience: The University is entering into this Contract for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and/or Courts and by the Board of Governors of the Colorado State University System, acting by and through its authorized representatives for the University. If, in the sole discretion and judgment of the University, this Contract ceases to further the public policy of the State, the University may terminate this Contract in whole or in part upon not less than 30 days written notice. Exercise by the University of this right shall not constitute a breach of the University's obligations hereunder.

(14) Work Product/Rights in Data, Documents and Computer Software: Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or deliverables of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract ("Work Product") shall be the exclusive property of the University and all Work Product shall be delivered to the University by Contractor upon completion or termination hereof. The University's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the University.

(15) University Liability/Governmental Immunity: Liability for claims for injuries to persons or property arising from the negligence of the University, its departments, Board, officials, and employees is at all times herein strictly controlled and limited by the provisions of the CGIA, as now and hereafter amended. Nothing in this Contract shall be deemed or applied as a waiver of such immunities. In no event will the University or the State of Colorado be liable for any special, indirect, or consequential damages, even if the University or the State has been advised of the possibility thereof. As an institution of the State of Colorado, the University 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 Contract shall be null and void.

(16) Contractor Indemnification: Contractor shall indemnify, save, and hold harmless the State of Colorado, the University, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract. If Contractor is a public entity, then provisions hereof shall be applicable to the extent authorized by law, and not 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, CRS Sec.24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

(17) Assignment and Subcontracts: Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the University. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by Contractor or the University are subject to all of the provisions hereof including insurance requirements. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the University or its designated representative upon request by the University. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

(18) Complete Agreement: This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and permitted assigns. The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

(19) Amendments: Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by both Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado state laws, regulations and Colorado State University System Fiscal Rules. This Contract is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

(20) Severability/Waiver: Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent. Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

(21) Choice of Law, Venue and Jurisdiction: Colorado law, 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 rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado District Court, and exclusive venue shall be in the County of Larimer. The University 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.

(22) Third Party Beneficiaries: Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

(23) Software Piracy Prohibition (Governor's Executive Order D 002 00): University or 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 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 Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

(24) Employee Financial Interest (CRS 24-18-201; 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.

(25) Vendor Offset (CRS. 24-30-201(1); 24-30-202.4: (Not applicable to intergovernmental agreements.) Subject to CRS Sec.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 Sec.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.

(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 shall perform work under this Contract and shall 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 State program established pursuant to CRS Sec.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 State 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 Sec.8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State 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 State program. If Contractor fails to comply with any requirement of this provision or CRS Sec.8-17.5-101 et seq., the University may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

(27) Work outside Colorado or United States (CRS 24-102-206): If Contractor anticipates that services under this Contract or any subcontract hereunder shall be performed outside the State of Colorado or outside of the United States, the Contract must complete the Contractor Disclosure Statement, **Exhibit D** attached hereto.

(28) 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 Sec.24-76.5-101 et seq., and (c) has produced one form of identification required by CRS Sec.24-76.5-103 prior to the effective date of this Contract.

(29) Signing Authority. Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the University, Contractor shall provide the University with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request. This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**