

**This Entire Form Must Be Returned**

Date: 3/2/2016	Quote Number: <b>PCC Quote 1624</b>
<b>Return all Quotes to:</b> Pueblo Community College Purchasing Department, CA-109 Pueblo, CO 81004 <a href="mailto:Edmond.Iniguez@pueblocc.edu">Edmond.Iniguez@pueblocc.edu</a> Office: (719) 549-3206 Fax: (719) 549-3108	<b>Purchasing Agent:</b> Edmond Iniguez, Director of Purchasing <a href="mailto:Edmond.Iniguez@pueblocc.edu">Edmond.Iniguez@pueblocc.edu</a> (719) 549-3206
<b>Quote Due Date: 3/7/2015</b>	<b>Quote Due Time: 08:00 am MT</b>
<p align="center"><b>LATE BIDS WILL NOT BE ACCEPTED</b></p> <p>Quotes properly marked with Quote No., Date and Hour of Opening will be accepted in the Purchasing Department, CA-109, or via fax or e-mail prior to the opening date and time. <u>On-Line responses via VSS will not be accepted! Please forward all questions and offers as directed above.</u></p>	
<p align="center"><b>Pueblo Community College (PCC) is soliciting Documented Quotes for the purchase of:</b></p> <p align="center"><b>Twenty (20) Wolfe Advanced LED Series Binocular Microscope with 4 Objectives. This is to match existing equipment and meet the requirements for a Federal grant. No substitutions will be considered.</b></p> <p align="center"><b>PLEASE NOTE: Items <u>MUST</u> be received by March 31, 2016!</b></p>	

**I. General Information**

1. All questions regarding this bid must be directed to the PCC Purchasing Office.
2. Price quote must include all shipping, handling and delivery charges to our Pueblo Campus and be FOB Destination. No additional charges for packing, drayage, or any other purpose will be allowed
3. Awarded vendor will contact the department prior to delivery to make arrangements for installation/shipping, delivery and off-loading of items. If you are using a third party for the delivery, vendor must make arrangements to meet the delivery truck and off-load the shipment.
4. Pricing to remain firm for 90 days from due date.
5. A Purchase Order will be issued to the awarded Contractor. Contractor agrees to accept the Terms and Conditions and Special Provisions of the State of Colorado prior to the beginning of work.

6. Payment will be made in full after all work on each project has been completed and accepted by Pueblo Community College personnel. NET: 45 days
7. This solicitation is published using the Colorado VSS System. Vendors must be registered on Colorado VSS in order to download solicitation documents and information (including any amendments or modifications) and to be considered responsive at the time of submission of the response. VSS and its registration information may be linked through the State Purchasing Office link at <https://www.colorado.gov/pacific/dfp/solicitations> Quotes must be in accordance with specifications set forth and subject to conditions herein and/or attached. All respondents are responsible for checking the VSS system for award; no other notification will be provided.
8. PCC is required to have a W-9 on file for every company it does business with. Complete the W-9 located at Attachment A.

**II. General Conditions:**

1. All bids must be submitted on the quote form provided; no substitute forms will be accepted. Quote form must be signed by an individual with express authority to bind company.
2. Multiple bids will not be accepted. Each vendor is to submit one best offer bid.
3. PCC reserves the right to award each item/ project to separate vendors, or award all of the items/projects to a single vendor.
4. Each vendor shall furnish the information required; the unit price for each item quoted must be shown; a total for each item bid must be entered; in case of error in extension, unit price prevails.
5. It is understood and agreed that the delivery date and/or date of installation after receipt of a purchase order is the seller's best offer. In its acceptance of any quote, PCC is relying on the promised delivery date and/or installation as material and basic to its acceptance, unless otherwise indicated. In the event of seller's failure to deliver as and when promised, PCC reserves the right to cancel its acceptance order, or any part thereof, and seller agrees that PCC may return all or part of any shipment so made and may charge seller with any loss or expense sustained as a result of such failure to deliver as promised, not as a penalty but as liquidated damages.
6. In accordance with Procurement Code, CRS 24-103-207.5 titled Purchasing Preference for Environmentally Preferable Products; bidders responding to this solicitation may seek to qualify for the preference and governmental bodies conducting this solicitation shall award a contract to a bidder who offers environmentally preferable products subject to the conditions in the Code and Procurement Rules.
7. All Certificates of Insurance, as required, as stated in the State of Colorado Solicitation Instructions/Terms and Conditions, must be on file in the College's Purchasing Office.
8. A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract. Attachment B
9. Contract performance outside of the United States or Colorado, 24-102-206. Prior to contracting or as a requirement for the solicitation of any contract from the State for services, as appropriate, any prospective vendor shall disclose in a

statement of work where services will be performed under the contract, including subcontracts, and whether any services under the contract or subcontracts are anticipated to be performed outside of the United States or the State. If the prospective vendor anticipates services under the contract or any subcontracts will be performed outside the United States or the State, the vendor shall provide in its statement of work a provision setting forth why it is necessary or advantageous to go outside the United States or the State to perform the contract or any subcontracts.

10. **ILLEGAL ALIENS--PUBLIC CONTRACTS FOR SERVICES.** CRS 8-17.5-101 and 24-76.5-101. The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The 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 the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State. Attachment C
11. **PERA.** PCC is a Colorado PERA affiliated employer. Pursuant to Colorado SB06-235 and C.R.S. 24-51-1101(2), PCC is requiring the vendor to complete the PERA form located at Attachment D.
12. Not all attachments are required to be returned with this offer. Please see the Quote Response Sheet for indication which attachments must be returned with this form. Failure to include all required documents and forms will render an offer as non-responsive.

### **III. General Product Specification Information:**

1. Items offered must be new (not used, remanufactured, refurbished, rebuilt, etc.) and of the manufacturer's current model and are not to contain components that are not newly manufactured, unless specifically stated otherwise in the bid specifications. Items are to come in original manufacturer's packaging. Manufacturer's warranty and any offered rebates, as applicable, must be included.
2. The specifications and part numbers listed are based on the latest information available to the agency. Vendors finding fault in the specifications contained in this quote should notify the purchasing agent prior to quote's due date and time.
3. FOB: Pueblo Community College, 900 W. Orman Ave., Pueblo, CO 81004

### **IV. Small, Minority, Local, Colorado, and Service-disabled Veteran Owned Business**

1. Preference will be given, if applicable, to Small-business, Minority Owned, Local, Colorado, and Service-disabled Veteran Owned businesses (SDVOB). Local, Colorado, and SDVOBs must be incorporated or organized in Colorado or they must maintain a place of business or have an office in Colorado. SDVOBs must also provide certification issued through the U.S. Department of Veterans Affairs with their response to the solicitation. In order to be given preference, the bidder must meet the requirements of the U.S. Federal Government and indicate below the category of preference they claim.

V. **Product Description/Specifications:**

<b>Pueblo Community College QUOTE RESPONSE SHEET PCC Quote 1624 Due: 3/7/2016 MT Page 1 of 1</b>		
<b>Commodity/Service Projects</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>1. Twenty (20) Wolfe Advanced LED Series Binocular Microscopes with Four Objectives.</b>  Items MUST be received by March 31, 2016!!!		
<b>2. Freight and Shipping</b>		
<b>TOTAL BID</b>		

**Attachments required to be returned with this quote: A**

**Attachments B, C, & D are NOT required.**

**Warranties:** Please include information on additional or optional warranty offers which may exist beyond the standard manufacturer's warranty. These additional warranties will not affect the final evaluation of the offer and will be considered apart from the offer made on the standard equipment.

Please complete the following:

<b>Vendor Name</b>	
<b>Assured Delivery Date</b>	
<b>Terms</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>E-mail Address</b>	
<b>Signature/Date</b>	
<b>Printed Name Of Signature</b>	
<b>Using the Federal Government definition, does your firm qualify as:</b>	
<b>a small business</b>	YES _____ NO _____
<b>a minority business</b>	YES _____ NO _____ If YES, state ethnicity:
<b>a woman owned business</b>	YES _____ NO _____
<b>a Colorado business</b>	YES _____ NO _____
<b>a SDVOB</b>	YES _____ NO _____ If yes, is documentation included?
<b>A member of the State of Colorado VSS System</b>	YES _____ NO _____
<b>Federal Identification #</b>	

## Attachment A

<b>Form W-9</b> Substitute Form State of Colorado 8-2007	<b>Request for Taxpayer Identification Number and Certification</b>	Give form to the requester.																																								
Print or Type See Specific Instructions on page 3.	Name																																									
	Business name, if different from above																																									
	Check appropriate box: <input type="checkbox"/> Individual/ Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding																																									
	Address (number, street, and apt. or suite no.)																																									
	City, state, and ZIP code.																																									
	List Account number(s) here (optional)	Requester:  Phone Number: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td colspan="10">Social Security number</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>  <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td colspan="10">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Social Security number																				Employer identification number																			
Social Security number																																										
Employer identification number																																										
<b>Part I Taxpayer Identification Number (TIN)</b>																																										
<p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN) <b>However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.</b> For other entities, it is your employer identification number (EIN). If you do not have a number, see <b>How to get a TIN on page 3.</b></p> <p><b>Note:</b> If the account is in more than one name, see the chart on page 3 for guidelines on whose number to enter.</p>																																										
<b>Part II Certification</b>																																										
<b>Minority and Women-owned Businesses (M/WBEs) Self Certification (Please check all boxes that apply)</b>																																										
<p>In an effort to track levels of participation by women and minorities doing business with the State of Colorado, the following information is requested. Please indicate the appropriate category of ownership for your company. "Owned" in this context means a business that is at least 51 percent owned by an individual(s) who also control(s) and operate(s) it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day-to-day management. If your business is jointly owned by both men and women or is a large publicly held corporation, please check the box labeled "Not Applicable."</p>																																										
<b>Gender Information:</b>																																										
<input type="checkbox"/> Female-Owned <input type="checkbox"/> Male-Owned <input type="checkbox"/> Not Applicable																																										
<b>Owner Ethnicity Information</b>																																										
<input type="checkbox"/> African American <input type="checkbox"/> Asian/Pacific American <input type="checkbox"/> White (non-Hispanic) <input type="checkbox"/> Not Applicable																																										
<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Other: _____																																										
<b>Small Business Information</b>																																										
<p>Small Business (a business that is organized for profit, is independently owned and operated, and has 25 or fewer full time equivalent employees.)</p> <input type="checkbox"/> Yes <input type="checkbox"/> No																																										
Sign Here	Signature of U.S. person ►	Date ►																																								

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## Attachment B

### **HOUSE BILL 1023 IDENTIFICATION REQUIREMENT**

As required by C.R.S. 24-76.5-103

#### **FOR SOLE PROPRIETOR'S ONLY (see paragraph II, 7)**

PLEASE PLACE AN ENLARGED COPY OF ONE OF THE FOLLOWING IN THIS SPACE:

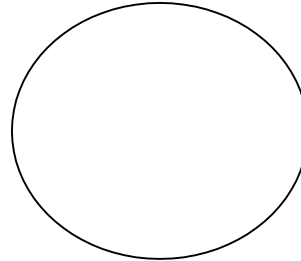
- A valid state issued Driver's License that is considered to be an official form of identification by the issuing state; or
- A United States military card or a military dependents identification card; or
- A United States Coast Guard Merchant Mariner Card; or
- A Native American Tribal Document

\_\_\_\_\_  
Signature of Document Holder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Document Holder

\_\_\_\_\_  
Social Security Number



Place Notary Stamp or Seal above

\_\_\_\_\_  
Signature of Authorized Notary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Notary  
(Faxed copies must be notarized in order to be considered acceptable)



**Attachment C**  
**STATE OF COLORADO**  
**CERTIFICATION AND AFFIDAVIT**  
**REGARDING ILLEGAL ALIENS**  
(Ref paragraph II, 9)

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an illegal alien to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
2. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b).
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for actual and consequential damages to the State.
4. If the Vendor is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):  
☐ I am a United States citizen, or  
  
☐ I am a Permanent Resident of the United States, or  
  
☐ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

VENDOR:

\_\_\_\_\_  
(Vendor Full Legal Name)

\_\_\_\_\_  
FEIN or Social Security Number

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_  
Title

**Attachment D**  
**PERA RETIREE QUESTIONNAIRE FOR PERSONAL SERVICES CONTRACT**

Pueblo Community College (PCC) is required to pay an employer contribution to the Colorado Public Employees' Retirement Association (PERA) based on the amount paid to any PERA retiree. Therefore, please assist PPCC in identifying any PERA retirees associated with this contract by completing the following:

**Is this business entity owned or operated by a PERA retiree or an affiliated party of the PERA retiree?**   ☐ YES                      ☐ NO

**Are any individuals working with this contract PERA retirees?**  
☐ YES                      ☐ NO

If you answered yes to either question above, please list the name, address, telephone number, and social security number of the PERA retiree and explain in what capacity the PERA retiree is involved with this contract.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone # \_\_\_\_\_

In what capacity is the PERA retiree involved with this contract?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print Vendor Name: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Terms and Conditions of the State of Colorado

**1. Offer/Acceptance.** If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof. **2. Safety Information.** All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

**3. Changes.** Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.

**4. Delivery.** Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to buyer's acceptance. If vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

**5. Intellectual Property.** Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively

"materials") delivered by vendor in performance of its

obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

**6. Quality.** Buyer shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.

**7. Warranties.** All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("CUCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.

**8. Inspection and Acceptance.** Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights, including those provided in the CUCC. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, buyer may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

**9. Cash Discount.** The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized buyer representative.

**10. Taxes.** Buyer and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II]. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to buyer. Buyer shall not reimburse such sales or use taxes.

**11. Payment.** Buyer shall pay vendor for all amounts due within 45 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to buyer's obligation to pay all or a portion of the amount due. Vendor shall invoice buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate.

**12. Vendor Offset.** [Not Applicable to Inter-governmental POs] Under CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**13. Assignment and Successors.** Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of buyer. This PO shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to buyer.

**14. Indemnification.** If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless buyer, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO.

**15. Independent Contractor.** Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind buyer to any agreement, liability or understanding, except as expressly set

forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by buyer, and (c) be solely responsible for its acts and those of its employees and agents.

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

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

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

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

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

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

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

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

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

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

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