

# CONDITIONAL AWARD LETTER

## COVER PAGE

<p><b>State Agency</b> Colorado Department of Education</p>	<p><b>Grant Amount</b> Proposed Final Grant Amount: \$ <b>BEST PORTION</b> Proposed Final Grantee Match Amount: <b>APPLICANT MATCH</b> Proposed Final Grantee Match Percentage: <b>MATCH PERCENT%</b></p>
<p><b>Grantee</b> <b>APPLICANT FULL LEGAL NAME</b></p>	<p><b>Award Information</b> Type of Grant: FY2023-24 BEST Financial Assistance Program Title: Building Excellent Schools Today Project Title: <b>PROJECT TITLE</b></p>
<p><b>Award Period</b> <b>Grant Issuance Date:</b> Effective Date <b>Grant Expiration Date:</b> 12/31/2023</p>	
<p><b>Grant Description</b> The purpose of the Grant is to provide financial assistance to school districts, charter schools and Boards of Cooperative Educational Services (BOCES) throughout the state that have difficulty financing new capital construction projects and renovating and maintaining existing facilities.</p>	<p><b>Grant Authority</b> Authority: Authority to enter into this Grant exists in Section 22-43.7-101, et seq., C.R.S.</p>
<p><b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement:</p> <ol style="list-style-type: none"> <li>1. Exhibit A, Application Documents and Budget</li> </ol> <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Colorado Special Provisions in §19 of the main body of this Agreement.</li> <li>2. The provisions of the other sections of the main body of this Agreement.</li> <li>3. Exhibit A, Application Documents and Budget</li> </ol>	
<p><b>Principal Representatives</b> For the State: Andy Stine, Director Colorado Department of Education Office of Capital Construction 1525 Sherman, Suite 309 Denver, CO 80203 Stine_a@cde.state.co.us</p>	<p>For Grantee: <b>Name, Title</b> <b>Company Name</b> <b>Address Line 1</b> <b>Address Line 2</b> <b>Email</b></p>

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONDITIONAL AWARD LETTER**

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>GRANTEE</b> <b>INSERT-Legal Name of Grantee</b></p> <hr/> <p style="text-align: center;">By: Name &amp; Title of Person Signing for Grantee</p> <hr/> <p style="text-align: center;">Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Education Katy Anthes, Ph.D., Commissioner</p> <hr/> <p style="text-align: center;">By: Jennifer Okes, Chief Operating Officer</p> <p>Date: _____</p>
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SAMPLE

## 1. GRANT

As of the Grant Effective Date, the State Agency shown on the first page of this Conditional Award Letter (the "State") anticipates obligating and awarding to Grantee shown on the first page of this Conditional Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Conditional Award Letter pursuant to § 22-43.7-110(1), C.R.S., or else making equivalent funds available as proceeds from certificate of participation agreements pursuant to § 22-43.7-110(2), C.R.S.

This Conditional Award Letter governs the relationship between the Parties prior to the obligation of funds or availability of proceeds under § 22-43.7-110, C.R.S. As of the date of execution of this Conditional Award Letter, Grantee is authorized to make preliminary expenditures as defined and limited in 26 C.F.R. § 1.150-2(f)(2). Such expenditures are Eligible Expenses to be reimbursed retroactively to the Grant Effective Date as part of Grantee's financial assistance under § 22-43.7-110, C.R.S., if and only if Grantee ultimately receives such financial assistance through the process described in § 22-43.7-109(7), C.R.S.

Grantee acknowledges that the State Agency hereby makes no representation or commitment to recommend or approve Grantee's application under § 22-43.7-109, C.R.S., and that Grantee makes any preliminary expenditures at its own risk in the event Grantee's application is not recommended or approved for financial assistance. Grantee further acknowledges that this Conditional Award Letter will be replaced and superseded by a further Grant Award Letter or by a lease-sublease agreement, in the event Grantee's application is approved.

## 2. TERM

### A. Initial Grant Term and Extension

The Parties' respective performances under this Conditional Award Letter shall commence on the Grant Issuance Date listed on the Cover Page of this Conditional Award Letter and shall terminate on the Grant Expiration Date listed on the Cover Page of this Conditional Award Letter unless sooner terminated. The State shall not be liable to pay or reimburse Grantee for any performance hereunder including, but not limited to, costs or expenses incurred, unless included in the Grantee's Application to the Public School Capital Construction Assistance Board and approved for financial assistance through the process described in § 22-43.7-109(7), C.R.S. The State shall not be bound by any provision hereof prior to the Effective Date.

In the event Grantee's Application to the Public School Capital Construction Assistance Board is not approved for financial assistance through the process described in § 22-43.7-109(7), C.R.S., this Conditional Award Letter will terminate automatically, with neither Party owing the other any obligations whatsoever.

### B. Early Termination in the Public Interest

The State is entering into this Conditional Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Conditional Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Conditional Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Conditional Grant Award

Letter, the State, in its discretion, may terminate this Conditional Grant Award Letter in whole or in part by providing written notice to Grantee.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Application”** means the application for financial assistance submitted by the Grantee to implement the Grantee’s Project.
- B. **“BEST Board”** means the nine-member Public School Capital Construction Assistance Board created pursuant to Section 22-43.7-104, C.R.S.
- C. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **“Budget”** means the budget submitted as part of Grantee’s Application.
- E. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- F. **“Division”** means the Division of Public School Capital Construction Assistance at the Colorado Department of Education.
- G. **“Eligible Expenses”** means those expenses directly necessary to complete the Work, subject to Division approval.
- H. **[Intentionally deleted]**
- I. **“Proposed Final Grant Amount”** means funds available for payment by the State to Grantee pursuant to this Grant.
- J. **“Proposed Final Grantee Adjusted Match %”** means the percentage of Matching Funds the Grantee is to provide for the total Project cost.
- K. **“Conditional Grant Award Letter”** means this letter which offers Grant Funds to Grantee on a conditional basis, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- L. **“Grant Funds”** means the funds that may be appropriated, designated, encumbered, or otherwise made available for payment by the State under this Conditional Grant Award Letter.
- M. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- N. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Conditional Grant Award Letter.

- O. **“Grantee”** means a school district, Board of Cooperative Educational Services (BOCES), or the Colorado School for the Deaf and Blind that receives financial assistance from a BEST Cash Grant from the Building Excellent Schools Today Program pursuant to 22-43.7-101, et seq. C.R.S. Pursuant to 22-43.7-109(3) C.R.S., if financial assistance is awarded for a charter school, the charter school’s authorizer is the Grantee.
- P. **“Exhibits”** means the following exhibits attached to this Conditional Grant Award Letter:
  - i. **Exhibit A**, Application Documents and Budget
- Q. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Conditional Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- R. **“Term”** means the award period between the Grant Issuance Date and the Grant Expiration Date.
- S. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- T. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- U. **“Program”** means the Building Excellent Schools Today (BEST) grant program established pursuant to Section 22-43.7-101, et seq., C.R.S. that provides the funding for this Grant.
- V. **“Project”** means the capital construction project submitted by the Grantee in its Application to the BEST Board for Financial Assistance.
- W. **“Services”** means the services to be performed by Grantee as set forth in this Conditional Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Y. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- Z. **“Work”** means the delivery of the Goods and performance of the Services described in this Conditional Grant Award Letter.

Any other term used in this Conditional Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. **STATEMENT OF WORK**

If awarded financial assistance, Grantee shall complete the Work and its other obligations as described in this Conditional Award Letter and in Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Conditional Award Letter.

## 5. PAYMENTS TO GRANTEE

### A. Maximum Amount

If Grantee is awarded financial assistance under § 22-43.7-110(2), C.R.S., the maximum amount payable to Grantee for the time period governed by this Conditional Grant by the State will be 20% of the Proposed Final Grant Amount listed on the first page of this Conditional Award Letter, as determined by the State from available funds.

If Grantee is awarded financial assistance under § 22-43.7-110(1), C.R.S., the maximum amount payable to Grantee for the time period governed by this Conditional Grant by the State will be the Proposed Final Grant Amount listed on the first page of this Conditional Award Letter, as determined by the State from available funds.

If Grantee's application is not approved pursuant to § 22-43.7-109(7), C.R.S., the maximum amount payable will be \$0.

### B. Payment

If Grantee's application is approved pursuant to § 22-43.7-109(7), C.R.S., this Conditional Award Letter will be replaced and superseded by a further Grant Award Letter or by a lease-sublease agreement, in the event Grantee's application is approved. The procedure for payment of expenses allowable under this Conditional Award Letter will be further described in the Grant Award Letter or lease-sublease agreement that replaces this Conditional Award Letter.

## 6. REPORTING – NOTIFICATION – RECORDKEEPING – CONFIDENTIAL MATTERS – INSURANCE

Grantee's reporting, notification, recordkeeping, confidentiality, and insurance obligations with respect to the Project will be further set forth Grant Award Letter or by a lease-sublease agreement, in the event Grantee's application is approved.

## 7. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee shall avoid all conflicts of interest, including but not limited to the following:

1. No employee of the Grantee will perform or provide services for compensation, monetary or otherwise, to a consultant, consultant firm, business entity, contractor or other vendor that has been retained by the Grantee to perform work on the Project.
2. Grantee acknowledges that no person at any time exercising any function or responsibility in connection with the Project on behalf of the Grantee shall have or

acquire any personal financial or economic interest, direct or indirect investment interest in the Project or any vendor performing work under the Project:

- i. A personal financial or economic interest includes, but is not limited to:
  - a. Any business entity in which the person has a direct or indirect ownership or monetary interest.
  - b. Any real property in which the person has a direct or indirect ownership interest.
  - c. Any source of income, loans, or gifts received by or promised to the person within 12 months prior to the execution date of this Agreement or any contract for work on the Project.
  - d. Any business entity in which the person is a director, officer, general or limited partner, trustee, employee or holds any position of management.
- ii. An indirect investment or interest includes:
  - a. Any investment or ownership interest held by a person's spouse, parent, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, agent, a general, limited, or silent partner, by any business entity controlled by said person, or by a trust in which he or she has substantial interest. A business entity is controlled by a person if that person, his or her agent, or a relative as defined above possesses more than 50% of the ownership interest.

## **8. REPRESENTATIONS AND WARRANTIES**

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

### **A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trade, or profession and in the sequence and manner set forth in this Grant.

### **B. Legal Authority – Grantee and Grantee's Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

### **C. Licenses, Permits, Etc.**

Grantee 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. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to

properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees, agents, and Subgrantees of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, 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 any applicable certificate of authority to transact business in the State of Colorado 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 Grantee to properly perform the terms of this Grant is a material breach by Grantee and constitutes grounds for termination of this Grant.

## **9. BREACH OF AGREEMENT; REMEDIES**

If Grantee is awarded financial assistance, breach, remedies, and disputes will be governed by a further Grant Award Letter or by a lease-sublease agreement. If Grantee is not awarded financial assistance, the Parties acknowledge that neither Party would owe the other any obligations under this Conditional Award Letter.

## **10. NOTICES AND REPRESENTATIVES**

Each Party's principal representative is listed on the first page of this Conditional Grant Award Letter. All notices required or permitted to be given under this Conditional Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this Section.

## **11. GENERAL PROVISIONS**

### **A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Conditional Grant Award Letter.

### **B. Captions and References**

The captions and headings in this Conditional Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Conditional Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### **C. Entire Understanding**

This Conditional Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Conditional Grant Award Letter. Prior or contemporaneous additions, deletions, or



other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

D. Modification

If Grantee is awarded financial assistance, this Conditional Award Letter will be governed by a further Grant Award Letter or by a lease-sublease agreement. If Grantee is not awarded financial assistance, this Conditional Award Letter will terminate automatically.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Conditional Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee 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.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Conditional Grant Award Letter shall not affect the validity or enforceability of any other provision of this Conditional Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Conditional Grant Award Letter Terms

Any provision of this Conditional Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Conditional Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Conditional Grant Award Letter, whether explicit or by lack of enforcement, shall not

operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. **Debarred or Suspended Entities**

Grantee shall not enter into any grant or subgrant in connection with this Grant with a party that has been debarred or suspended from granting with the Federal Government or the State of Colorado.

L. **Indemnification**

To the extent permitted by law, Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. Sections 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.

**12. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

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

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to

be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee 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 Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Grantee shall 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.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Agreement that limits Grantee's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Agreement.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

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 Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. **VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. **PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

*[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]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice,

and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. **PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

SAMPLE