

**Exhibit __ Building Excellent Schools Today
Service Provider Contract Exhibit**

I. PRIORITY

- a. This exhibit is not a stand-alone agreement, but modifies and enhances the primary agreement to which it is attached. Where a conflict exists between the terms and conditions herein and the primary contract agreement to which this exhibit is attached, the more stringent will govern.
- b. The term “Service Provider” used in this exhibit means the service provider referenced in the primary agreement to which this exhibit is attached.

II. SUBLEASE REQUIREMENTS (Applies only to Lease/Purchase BEST projects)

- a. The Sublease entered into with the State of Colorado by the Owner will be referenced and attached to this agreement. The Service Provider agrees to comply with all applicable terms and conditions of the Sublease as they relate to the Service Provider, including but not limited to meeting minimum required insurance coverage, bonding requirements, enforcement of minimum Contractor guarantees, inspection and maintenance of records, reporting and monitoring requirements, compliance with statutory citations, and cooperation with oversight by the Colorado Department of Education.
- b. The State and Zions First National Bank shall have the right to enforce this contract against the Service Provider: (a) following termination of the sublease between the State and the grantee; and (b) in any case where, in the reasonable judgment of the State or Zions First National Bank, with the consent of the State, the grantee has failed to enforce the terms of this contract in a manner consistent with the obligations of the grantee under the sublease between the State and the grantee.

III. CASH GRANT CONTRACT REQUIREMENTS (Applies only to BEST Cash Grant projects)

- a. The Cash Grant Agreement entered into with the State of Colorado by the Owner will be referenced and attached to this agreement. The Service Provider agrees to comply with all applicable terms and conditions of the Cash Grant Contract as they relate to the Service Provider, including but not meeting minimum limited to insurance coverage, bonding requirements, the inspection and maintenance of records, reporting and monitoring requirements, compliance with statutory citations, and cooperation with oversight by the Colorado Department of Education.

IV. EMPLOYMENT ELIGIBILITY

- a. In accordance with CRS 8-17.5-101 &102, Service Provider certifies at the time of this certification:
 - i. That the Service Provider does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services, **and**
 - ii. That the Service Provider will participate in the E-Verify program or the Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

- iii. That the Service Provider will otherwise comply with provisions and procedures identified in CRS 8-17.5-101 &102.
- b. Service Provider certifies compliance with provisions and procedures included in CRS 8-17-101 regarding use of a minimum of 80% Colorado Labor to perform the work.

V. CONTRACT MODIFICATIONS

- a. Service Provider agrees that any change to contract amount or time will be subject to review by CDE staff, and must be supported with detailed cost information including itemized material, labor, and overhead and profit calculations.
- b. Grant Reserve funds have been allocated to this project through the BEST grant. Grant Reserve funds are held by CDE only in the event of circumstances that could not have been foreseen at the time of grant award. Service Provider should not assume grant reserve funds to be available for use by the grantee. Should unforeseen conditions require the use of Grant Reserve funds, only those specific itemized additional services directly involved in the implementation of increased project scope will be considered for additional cost increases, with prior approval.

VI. PAYMENT

- a. W-9 forms will be required of all Service Providers with the initial invoice
- b. Each invoice on a fixed price contract shall identify the total contract amount, previously billed, and amount remaining. Hourly not to exceed contracts shall list the NTE amount and billings to date, including the current invoice.

VII. SOLICITATION MATERIALS

- a. The Solicitation Materials (Request for Proposals, Request for Qualifications) utilized in the procurement of the Service Provider, along with any exhibits, shall be incorporated by reference into the Service Provider agreement.

VIII. REIMBURSABLE EXPENSES FOR PROFESSIONAL SERVICES

- a. Qualifying reimbursable expenses for professional service providers will be charged at cost with no additional markups, or included at a fixed fee or rate. If a not-to-exceed format is used in the primary agreement for reimbursable expenses, detailed backup invoices and receipts will be required.
- b. Sustenance expenses for professional service providers are only reimbursable if directly related to out of town travel associated with the project, and only for identified employees of the Service Provider actively involved in the project.
- c. Travel time will not be billable hours. Travel may only be billed as mileage, direct cost, or otherwise fixed with rates established in the primary agreement.

IX. COMPLIANCE WITH BEST RULES AND GUIDELINES

- a. Service Provider will comply with BEST Rules (1 CCR 303-3), Construction Guidelines (1 CCR 303-1) and other procedural guidelines as applicable to the scope of the BEST grant project and service to be provided. Guidelines are available on the CDE Division of Capital Construction website at www.cde.state.co.us/cca.
- b. Service Provider will manage the project scope as assigned to remain within the scope identified in the BEST grant from which the project is funded. All scope modifications are subject to approval by CDE BEST staff.

- c. If the scope of work for the Service Provider involves assistance with procurement, Service Provider will comply with procurement guidelines provided by the CDE Division of Capital Construction, and notify CDE staff of any proposed deviation.