

Colorado Springs Utilities (Utilities) is required to comply with all applicable federal, state, and City laws and regulations. Contracts between suppliers and Utilities must include certain specific provisions ensuring the parties understand and comply with such legal requirements. Utilities uses its own standard contract templates, which already include all of these required provisions.

Am I required to enter a contract to provide Utilities goods or services?

Yes. In almost all situations, a contract or agreement is required for Utilities to purchase goods or services from you. Certain transactions may be exempt from our Procurement Policy, but these are rare.

Utilities' contract includes language our company cannot agree to. What do I do?

Any deviations from Utilities' standard contract language will require a review by our legal counsel. You may provide your exceptions to the contract language and provide alternative language when possible within the proposed contract.

Utilities may not be able to agree to some exceptions taken.



Did you know

Utilities may require additional, or supplemental, terms and conditions and flow-down provisions that are specific to the goods, services, or project.

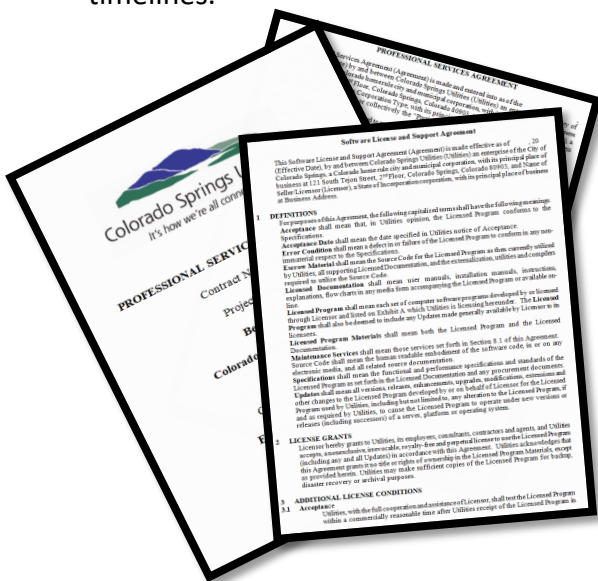


Any exceptions taken to our standard language will delay contract execution timelines.

Is it possible to have a meeting to discuss contract terms further?

Yes. It can be beneficial to hold a meeting to discuss contract terms further. Depending on the nature of the meeting, we may require that your legal counsel be in attendance.

Please note that both parties' legal teams must be in attendance if either Utilities or you determine legal counsel is necessary or desired.





Did you know

Any changes to an executed contract require a signed written amendment to the contract.

Required Terms

Several terms are required in all of our contracts. Some of these are listed below, but other required terms may be applicable:

- Appropriations of Funds
- Applicability of the Colorado Open Records Act (CORA) and Fair and Accurate Credit Transactions Act of 2003 (FACTA)
- Applicability of the Colorado Governmental Immunity Act (CGIA)
- Non-Discrimination
- No Publicity
- Colorado law as governing law

Prohibited Terms

Utilities cannot legally agree to certain terms. Some of these are:

- Indemnification – We are prohibited from providing any form of indemnification to another party by Art. XI, § 1.
- Arbitration – We are not permitted to agree to binding arbitration as a method of dispute resolution. Article XXI, § 4 of the Colorado Constitution prohibits public entities from agreeing to binding arbitration.

Legal advice is provided to Colorado Springs Utilities by the City of Colorado Springs Attorney's Office – Utilities Division.

Colorado Springs Utilities cannot provide any legal advice to any outside parties.

Additional Regulatory and Compliance requirements

Depending on contract scope, additional regulatory and compliance requirements may apply.

Internal department reviews will determine if the following requirements may apply:

- Contractor Minimum Safety Requirements (CMSR)
- National Electric Regulatory Commission (NERC)
- Gas Operator Qualifications (PHSMA)
- Department of Transportation (DOT) Drug and Alcohol Regulations & Compliance
 - Federal Motor Carrier Safety Administration (FMCSA)
- Cyber Security requirements
- Environmental Requirements



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