

EXHIBIT IC-INDEPENDENT CONTRACTOR PROVISIONS

Part of PO or Contract # _____

1. VENDOR ENGAGEMENT IN INDEPENDENT TRADE, OCCUPATION, PROFESSION OR BUSINESS; FREE FROM, DIRECTION AND CONTROL BY THE STATE PURSUANT TO CRS §8-70-115

The parties intend to create an independent contractor relationship between the State and the Vendor and for the State to obtain a rebuttable presumption of an independent contractor relationship pursuant to §8-70-115 by meeting the nine points below (A through I). Vendor (the term "Vendor" includes Contractors and Grantees) shall perform all of its services and other obligations under the Purchase Order (PO) or Contract (the term "Contract" includes Agreements and Grants) to which this Exhibit is attached, free from the direction and control of the State. Vendor represents that it is customarily engaged in an independent trade, occupation, profession, or business related to the services performed. These are material representations made by Vendor to the State, upon which the State relied in issuing this PO or Contract, and without which, this PO or Contract would not have been issued. In accordance with the foregoing, the State does not and shall not:

- A. Require Vendor to work exclusively for the State; Vendor is free to perform work for other entities, and represents that it does hold itself out to perform work for other entities on a regular, ongoing basis. Vendor may schedule and perform similar work for others any time it wishes, including on the same day it does so for the State;
- B. Establish a quality standard for Vendor; except that the State can provide plans and specifications regarding the work but cannot oversee the actual work or instruct Vendor as to how the work will be performed;
- C. Pay a salary or hourly rate but rather a fixed or contract rate that has been negotiated by the parties;
- D. Terminate the work during the PO or Contract period unless Vendor violates the terms of the PO or fails to produce a result that meets the specifications of the PO or Contract;
- E. Provide training, instruction, briefings, and orientations to Vendor regarding performance of the work, except as specifically stipulated within this PO or Contract's scope of work. The State shall notify Vendor when Vendor may begin performing the work and its other obligations;
- F. Supply Vendor with State-owned or leased real property, tools, benefits, equipment, supplies, or other property to perform the work, except as specifically stipulated within this PO or Contract's scope of work. Vendor shall perform and maintain its own real property, tools, or rent or lease tools, equipment, supplies, or other personal property, and/or other items needed for the performance of the work under this PO or Contract and its other obligations hereunder and when applicable;
- G. Dictate the time of performance; except that a completion schedule and a range of mutually agreeable work hours may be established;
- H. Pay Vendor personally but rather makes checks payable to the trade or business name of Vendor; and
- I. Combine the State's business operations in any way with Vendor's business, but instead maintain the State's and Vendor's operations as separate and distinct.

2. BENEFITS DISCLOSURE

Vendor 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 Vendor or any of its agents or employees. Unemployment insurance benefits shall be available to Vendor and its employees and agents only if such coverage is

made available by Vendor or a third party. Vendor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. 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 the State, and (c) be solely responsible for its acts and those of its employees and agents.

3. ENTIRE AGREEMENT

These Provisions together with the attached Purchase Order or Contract, constitute the entire agreement between the parties, and supersedes all prior proposals, agreements or other communications between the parties.

VENDOR

By:

Title:

*Signature

Date: _____

*Persons signing for Vendor hereby swear and affirm that they are authorized to act on Vendor's behalf and acknowledge that the State is relying on their representations to that effect.

STATE OF COLORADO
John W. Hickenlooper, Governor

For: Executive Director

By: Lisa McGovern, Director,
Purchasing & Contracts

Date: _____