



Notice to Vendors: Platte River Power Authority Contracting Standards

Platte River Power Authority (Platte River) is a joint action agency and political subdivision of the state of Colorado under § 29-1-203 of the Colorado Revised Statutes (C.R.S.). Platte River prohibits certain terms and conditions in contracts with vendors and requires others, as described below. Deviations from these requirements may affect vendor selection and delay the contracting process. See *also* C.R.S. § 24-106-109. Platte River may reject a vendor for non-compliance with contract requirements.

- **Terms and Conditions:** Do not include vendor terms or conditions in your quotes or proposals to Platte River (for example, by printing on the back or adding a link). Platte River must use its own contract documents. Platte River will reject vendor terms and conditions in vendor documents, quotes, proposals, packing slips, or invoices.
- **Limitation of Liability:** Do not include a blanket “limitation of liability” in a contract document, such as a clause that limits all vendor liability to the contract price or the amount paid. Platte River will reject these broad limitations of liability because they are against the public interest.
- **Insurance:** Platte River will not sign a contract or permit a vendor to begin work onsite unless the vendor has submitted (and Platte River has approved) an insurance certificate, consistent with the sample shown in **Attachment A**, that satisfies all Platte River insurance requirements.
- **Indemnification:** Do not include a provision requiring Platte River to indemnify the vendor. As a Colorado government entity, Platte River will not indemnify private parties.
- **Choice of Law and Venue:** Contracts with Platte River will be governed by Colorado law, and venue will be the state and federal courts of Colorado. Do not include a mandatory arbitration provision or other binding extra-judicial dispute resolution in any agreement; Platte River will reject these terms.
- **Colorado Open Records Act Compliance:** Platte River is subject to the Colorado Open Records Act (C.R.S. §§ 24-72-201, et seq.). Confidentiality provisions in Platte River contracts must comply with open records law.
- **Colorado Governmental Immunity Act:** All Platte River contracts must include language that preserves Platte River’s rights under the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101, et seq.).
- **Harassment:** Platte River is an equal opportunity employer and a harassment-free workplace. All Platte River contracts must include a commitment to comply with Platte River’s policy against bias and harassment in the workplace.



Platte River
Power Authority

Platte River Power Authority Contracting Standards

Version #: 1.1

Next review date: 10/01/2024

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Attachment A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

MUST BE DATED

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement

PRODUCER Insurance Agent or Broker Full Address and Phone Number		MUST INCLUDE NAME AND ADDRESS	Contact Name: Phone: _____ Fax: _____ E-Mail: _____ Producer Customer ID #: _____
INSURED Vendor's Name and Address as it appears on the contract		MUST MATCH EXACTLY AS LISTED ON CONTRACT	INSURERS AFFORDING COVERAGE INSURER A: ABC Insurance Company INSURER B: DEF Insurance Company INSURER C: _____ INSURER D: _____ INSURER E: _____
			NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CURRENT POLICY NUMBER	CURRENT POLICY PERIOD		EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE \$ 4,000,000 PRODUCTS-COMP/OP AGG
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS THIS OR BOTH OF THESE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CURRENT POLICY NUMBER	CURRENT POLICY PERIOD		COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA EXCESS LIAB DEDUCTIBLE RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	CURRENT POLICY NUMBER	CURRENT POLICY PERIOD		EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under Special Provisions below	N/A	<input checked="" type="checkbox"/>	Evidence of coverage with limits as specified by the State working Evidence of USL&H if applicable			<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER OTHER INSURANCE AS APPLICABLE	<input type="checkbox"/>	<input type="checkbox"/>	CURRENT POLICY NUMBER	CURRENT POLICY PERIOD		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

30 Days Notice of Cancellation Required

Please confirm on the certificate or by uploading endorsement(s) that Additional Insured applies to General and Auto Liability policies and list Platte River Power Authority as an additional insured.

Please confirm on the certificate or by uploading endorsement(s) that Waiver of Subrogation applies to General Liability, Auto, and Workers compensation policies and is in favor of Platte River Power Authority.

CERTIFICATE HOLDER Platte River Power Authority 2000 E. Horsetooth Road Fort Collins, CO 80525	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MUST BE SIGNED
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