

CHAPTER 246

GOVERNMENT - STATE

HOUSE BILL 25-1152

BY REPRESENTATIVE(S) Garcia Sander and Lukens, Bacon, Clifford, Duran, Lieder, Phillips, Soper, Stewart K., Titone, McCluskie;
also SENATOR(S) Marchman and Kirkmeyer, Cutter, Exum, Gonzales J., Jodeh, Michaelson Jenet, Snyder, Coleman.

AN ACT

CONCERNING NONCOMPLIANCE WITH REQUIREMENTS REGARDING TECHNOLOGY ACCESSIBILITY
FOR PERSONS WITH DISABILITIES WHEN THE NONCOMPLIANCE IS CAUSED BY A CONTRACTOR.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 22-1-135, **amend** (2)(d) introductory portion and (2)(d)(III); and **add** (2)(d)(II)(C), (2)(d)(IV), and (2)(e) as follows:

22-1-135. Terms and conditions in public school contracts - definitions.
(2) (d) A public school contract must include provisions, and if such provisions are ~~nonetheless inadvertently or otherwise omitted, shall be~~ THE CONTRACT IS deemed to include provisions that:

(II) Require the contractor to comply with all applicable federal, state, and local laws, rules, and regulations in effect when the contract is executed or thereafter established, including, without limitation:

(C) ACCESSIBILITY STANDARDS FOR AN INDIVIDUAL WITH A DISABILITY ADOPTED BY THE OFFICE OF INFORMATION TECHNOLOGY PURSUANT TO SECTION 24-85-103.

(III) Require the contractor to perform its duties as an independent contractor, to pay when due all applicable employment taxes and income taxes for its employees incurred in the performance of the contract, and to provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; AND

(IV) REQUIRE THE CONTRACTOR TO INDEMNIFY, HOLD HARMLESS, AND ASSUME LIABILITY ON BEHALF OF THE PUBLIC SCHOOL CONTRACTING ENTITY, THE PUBLIC

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

SCHOOL, AND THE PUBLIC SCHOOL'S EMPLOYEES AND AGENTS, FOR ALL COSTS, EXPENSES, CLAIMS, DAMAGES, LIABILITIES, COURT AWARDS, ATTORNEY FEES AND RELATED COSTS, AND ANY OTHER AMOUNTS INCURRED BY A SCHOOL DISTRICT IN RELATION TO A CONTRACTOR'S NONCOMPLIANCE WITH ACCESSIBILITY STANDARDS FOR AN INDIVIDUAL WITH A DISABILITY ADOPTED BY THE OFFICE OF INFORMATION TECHNOLOGY PURSUANT TO SECTION 24-85-103.

(e) A PUBLIC SCHOOL CONTRACTING ENTITY MAY REQUIRE THAT THE CONTRACTOR'S COMPLIANCE WITH ACCESSIBILITY STANDARDS FOR AN INDIVIDUAL WITH A DISABILITY ADOPTED BY THE OFFICE OF INFORMATION TECHNOLOGY PURSUANT TO SECTION 24-85-103 IS DETERMINED AND ATTESTED TO BY A QUALIFIED THIRD PARTY SELECTED BY THE PUBLIC SCHOOL CONTRACTING ENTITY.

SECTION 2. In Colorado Revised Statutes, 24-85-104, **add** (5) as follows:

24-85-104. Procurement requirements - criteria - implementation - contract terms - definitions. (5) (a) AS USED IN THIS SUBSECTION (5), UNLESS THE CONTEXT OTHERWISE REQUIRES:

(I) "CONTRACTOR" MEANS ANY PERSON HAVING A CONTRACT OR AGREEMENT WITH A STATE AGENCY OR PUBLIC ENTITY, EXCLUDING ANOTHER COLORADO STATE AGENCY, PUBLIC ENTITY, OR EMPLOYEE THEREOF.

(II) "PUBLIC ENTITY" HAS THE SAME MEANING SET FORTH IN SECTION 24-34-301.

(b) (I) A CONTRACT OR AGREEMENT THAT IS ENTERED INTO BETWEEN A STATE AGENCY OR PUBLIC ENTITY AND A CONTRACTOR MUST INCLUDE PROVISIONS PROVIDED IN SUBSECTION (5)(c) OF THIS SECTION, AND IF SUCH PROVISIONS ARE OMITTED, THE CONTRACT OR AGREEMENT IS DEEMED TO INCLUDE PROVISIONS PROVIDED IN SUBSECTION (5)(c) OF THIS SECTION, IF THE PRIMARY PURPOSE OF THE CONTRACT IS TO ACQUIRE SUPPLIES OR SERVICES, CONSTRUCTION, OR THE DISPOSAL OF SUPPLIES FOR THE BENEFIT OF THE STATE AGENCY OR PUBLIC ENTITY.

(II) NOTWITHSTANDING SUBSECTION (5)(b)(I) OF THIS SECTION, THIS SUBSECTION (5) DOES NOT APPLY TO PUBLIC SCHOOL CONTRACTS DESCRIBED IN SECTION 22-1-135, OR CONTRACTS OR AGREEMENTS FOR PROFESSIONAL SERVICES AS DEFINED IN SECTION 24-30-1402.

(c) (I) THE CONTRACTOR SHALL COMPLY WITH THE ACCESSIBILITY STANDARDS FOR AN INDIVIDUAL WITH A DISABILITY ADOPTED BY THE OFFICE OF INFORMATION TECHNOLOGY PURSUANT TO SECTION 24-85-103.

(II) THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND ASSUME LIABILITY ON BEHALF OF THE STATE AGENCY OR PUBLIC ENTITY, AND THE STATE AGENCY'S OR PUBLIC ENTITY'S OFFICERS, EMPLOYEES, AND AGENTS, FOR ALL COSTS, EXPENSES, CLAIMS, DAMAGES, LIABILITIES, COURT AWARDS, ATTORNEY FEES AND RELATED COSTS, AND ANY OTHER AMOUNTS INCURRED BY THE STATE AGENCY OR PUBLIC ENTITY IN RELATION TO THE CONTRACTOR'S NONCOMPLIANCE WITH THE ACCESSIBILITY STANDARDS FOR AN INDIVIDUAL WITH A DISABILITY ADOPTED BY THE OFFICE OF INFORMATION TECHNOLOGY PURSUANT TO SECTION 24-85-103.

(d) THE STATE AGENCY OR PUBLIC ENTITY MAY REQUIRE THAT THE CONTRACTOR'S COMPLIANCE WITH ACCESSIBILITY STANDARDS FOR AN INDIVIDUAL WITH A DISABILITY ADOPTED BY THE OFFICE OF INFORMATION TECHNOLOGY PURSUANT TO SECTION 24-85-103 IS DETERMINED AND ATTESTED TO BY A QUALIFIED THIRD PARTY SELECTED BY THE STATE AGENCY OR PUBLIC ENTITY.

SECTION 3. Applicability. This act applies to contracts or agreements entered into, amended, or renewed on or after the effective date of this act.

SECTION 4. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2026 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

Approved: May 24, 2025