

OFFICE OF LEGISLATIVE LEGAL SERVICES

COLORADO GENERAL ASSEMBLY



COLORADO STATE CAPITOL
200 EAST COLFAX AVENUE SUITE 091
DENVER, COLORADO 80203-1716

TEL: 303-866-2045 FAX: 303-866-4157
EMAIL: OLLS.GA@STATE.CO.US

DIRECTOR
Sharon L. Eubanks

DEPUTY DIRECTOR
Julie A. Pelegrin

REVISOR OF STATUTES
Jennifer G. Gilroy

ASSISTANT DIRECTORS
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REQUEST FOR PROPOSALS

TO: Interested Persons
FROM: Office of Legislative Legal Services
SUBJECT: Request for Proposals for Legislative Publication Contract
DATE: June 28, 2021

The Colorado General Assembly's Committee on Legal Services invites proposals from qualified applicants for the provision of an exclusive printing, binding, packaging, distribution, and electronic publication service for the Colorado Revised Statutes, referred to in this Request for Proposals as the "C.R.S." or the "Statutes", and the Session Laws of Colorado with the associated "Red Book", in accordance with sections 2-5-105 and 24-70-223, C.R.S. The Committee on Legal Services recommends that persons interested in submitting a proposal review the provisions of sections 2-5-101 through 2-5-126, C.R.S., and sections 24-70-223 through 24-70-226, C.R.S. To be qualified, an applicant must have the capability of successfully performing the requirements set out in this Request for Proposals, or "RFP", in accordance with the prescribed standards and applicable statutes.

The Committee on Legal Services, referred to in this RFP as the "Committee", is a joint legislative committee created by statute¹ that directs and supervises the operations of the Office of Legislative Legal Services, a non-partisan legislative staff agency, referred to in this RFP as the "Office", in the preparation of the Colorado Revised Statutes and the Session Laws of Colorado and the publication of both.

¹ See § 2-3-501, C.R.S.

PROCEDURAL REQUIREMENTS

1.0 Issuing Office. All proposals in response to this RFP must be addressed to: Jennifer Gilroy, Revisor of Statutes, Office of Legislative Legal Services and uploaded to <https://coleg.app.box.com/f/21e4b24f9f954ba1b6eee9e40d903673>.

1.1 Deadline. All proposals in response to this RFP must be received at the above web address no later than 3:00 p.m. Mountain Daylight Time on Thursday, July 29, 2021.

1.2 Schedule. The Committee's tentative schedule for selection of a publisher is as follows:

RFP release.....	Monday, June 28, 2021
Deadline to submit inquiries about RFP	3:00 p.m. Thursday, July 8, 2021
Responses to inquiries published (anticipated).....	Friday, July 16, 2021
Proposals due.....	3:00 p.m. Thursday, July 29, 2021
Applicant presentations	Wednesday, September 15, 2021
Any follow-up applicant presentations	Wednesday, October 13, 2021
Selection of publisher.....	September 15 or October 13, 2021

If the Committee determines that there is a need for any follow-up to the responses to the RFP, the Office will provide some or all of the applicants who responded to the RFP with follow-up requests and a specified deadline for further responses, if requested by the Committee. The Committee's next meeting following the September 15, 2021, meeting is currently scheduled for October 13, 2021.

1.3 Proposals based on fees and costs. Taking into account all the requirements of this RFP, the Committee invites qualified applicants to submit proposals on the basis of appropriate fees and costs for all aspects of the formatting, printing, binding, packaging, warehousing, distribution, and electronic publication of the Session Laws of Colorado and its associated Red Book and the Statutes as well as any additional responsibilities set forth in this RFP for each year of up to a five-year period, commencing January 1, 2023. In addition to specifying the fees and costs and addressing the considerations and evaluation factors identified in section 1.5 of this RFP, proposals must express how the service that the applicant proposes to provide would be most advantageous to the state and to potential purchasers of the Session Laws and Statutes, including attorneys, judges, governmental employees, and members of the general public. Applicants should pay particular attention to the requirement that they prepare a list pursuant to section 1.9 of this RFP. The list is intended to provide the Committee with a summary of the major points of each proposal and the corresponding costs.

1.4 Presentation of proposals. The Committee expects to hear presentations by applicants and to consider and decide among proposals at a meeting on September 15, 2021. If necessary, the Committee may continue their consideration of proposals and make a decision at its meeting on October 13, 2021. Accordingly, initial proposals should include the applicant's best terms and conditions. Proposals need not be limited to the points listed in this request, but may include and cover any matter the applicant believes is relevant to the Committee's consideration of its proposals; any suggestions that would enhance the product or services to be provided are welcome and will be considered in evaluating proposals.

1.5 Considerations and evaluation factors. The Committee is seeking a reliable and experienced publisher and distributor and reserves the right to ascertain and judge the suitability of an applicant to successfully perform in a professional manner in accordance with the prescribed standards and applicable statutes and, to that end, may consider prior experience, reputation in the community, "in-house" capabilities, location, financial standing, professional competence, and other relevant factors. Proposals should detail all factors that relate to printing and binding equipment and capability. In addition, section 2-5-105 (3)(f), C.R.S., specifically directs the Committee to consider the economic, fiscal, and tax impacts on the state of Colorado, its citizens, and its businesses.

1.6 Basic proposal information. Each proposal must include:

- a. Names, titles, mailing addresses, e-mail addresses, and telephone numbers of the person or persons authorized to negotiate contracts and respond to technical questions and of any person or persons retained to lobby the Colorado General Assembly, or any member thereof, regarding this RFP;
- b. The name, title, mailing address, e-mail address, and telephone number of every person to whom a contribution as defined in section 3 (5) of article XVIII of the Constitution of the State of Colorado or section 1-45-103 (6), Colorado Revised Statutes, was made by the applicant or any representative of the applicant on or after January 1, 2017, and the amount of such contribution;
- c. A listing of all existing printing contracts and details concerning any existing or previous contracts to print state statutes or session laws that the applicant believes would be relevant and helpful to the Committee in determining the qualifications of the applicant; and

- d. Background information concerning the applicant, including parent company, if any; corporate history; business focus; the most recent annual financial report; all branch offices or subsidiaries that will be involved in the project; and a list of past and current clients and references, including for each a contact person's name, address, e-mail address, and telephone number. The applicant may provide a link to the online version of financial reports or provide electronic versions of financial reports rather than provide hard copies.

1.7 Marketing and customer relations. To assure that marketing and customer relations are handled properly, the proposals should detail the practices and procedures to be followed in handling billings and the problems and complaints of subscribers. The proposals should also include promotion and marketing plans, the number of staff involved, and the location of the applicant's local sales and distribution office, if any.

1.8 Acceptance of requirements and contract terms. Each proposal must indicate the applicant's acceptance of or agreement to each requirement set out in this request. If the applicant wishes to propose an alternative to any requirement, the alternative must be clearly marked as an alternative or as an exception to the requirements. Sample contract provisions, including the Modified Legislative Department Special Provisions, is included with this RFP as Exhibit A. Each proposal must identify whether the applicant takes exception to or otherwise objects to any provision in the attached sample contract provisions and provide the basis for such exception or objection.

1.9 List of rate and costs. Each proposal must include a single page that lists in summary form the flat rate and any modifications referred to in section 3.3 of this RFP, each major service or product proposed, and a corresponding cost for that service or product. In addition, the applicant should include on this summary page an estimate of the public pricing for the Session Laws and Colorado Revised Statutes in paper and digital formats as described in this RFP. The list is intended to provide the Committee with a form that will facilitate their comparison of the respective proposals.

1.10 Committee's authority. The Committee reserves the right to reject any or all proposals or to award a contract for all or any portion of the printing, distribution, or electronic publication. The Committee may call for oral presentations on any or all proposals submitted.

1.11 Ownership of proposals received. Materials submitted in a proposal become the property of the State of Colorado. Restrictions on the use of information submitted must be clearly stated in the proposal. Each proposal must specifically identify any portions of the proposal that are considered to be confidential business information. The State of Colorado is not liable for any costs incurred by vendors as a result of submission of proposals. To the extent set forth in section 24-72-204 (3)(a)(IV), C.R.S., portions of proposals received by the Office that are confidential business information are not subject to inspection under the "Colorado Open Records Act", part 2 of article 72 of title 24, C.R.S.

1.12 Inquiries and official online location for information regarding the RFP. Applicants may make e-mail inquiries concerning this RFP to obtain clarification regarding any of the requirements. No inquiries will be accepted after 3:00 p.m. Mountain Daylight Time, Thursday, July 8, 2021. All inquiries must reference the RFP title "Legislative Publications Contract" in the subject line. Inquiries should be sent to:

Jennifer Gilroy, Revisor of Statutes
jennifer.gilroy@state.co.us

All applicant inquiries received and the responses to such inquiries will be published on the General Assembly's website in a timely manner at this official location: <https://leg.colorado.gov/node/2202571>. Notice of the inquiries and responses will be provided on Twitter. Applicants can follow the Office of Legislative Legal Services on Twitter at <https://twitter.com/olls> for notice of such responses. Applicants should not rely on any other statements, either written or oral, that alter any specification or other term or condition of this RFP during the open solicitation period. Applicants should not contact any other state office or individual regarding this RFP. Applicants are responsible for monitoring the official website provided in this section 1.12 for the publication of responses to inquiries regarding this RFP, modifications to the RFP, and any other information related to the RFP, including notification of the award.

1.13 Summary by staff. Nonpartisan staff from the Office will prepare a summary and an evaluation of the proposals which summary and evaluation will be provided to the Committee for its consideration. The Committee will consider and discuss all proposals at a public meeting called for such purpose and currently scheduled for September 15, 2021. The Committee will make its final determination and select a publisher. Thereafter, contract negotiations will be conducted by the Committee's staff. The

chairman of the Committee will approve the final contract. Any contract must be approved by the Attorney General, or his designee and the State Controller, pursuant to section 2-2-320, C.R.S., and signed by the Committee's Chair.

BACKGROUND AND CURRENT PRINTING ARRANGEMENT

2.0 Legislative sessions. The General Assembly meets annually for a regular legislative session. These sessions are limited to 120 days and begin in mid-January and typically end in mid-May. However, during a declared public health disaster emergency, Rule 44 of the Joint Rules of the Senate and House of Representatives provides that days during a temporary adjournment of the General Assembly for more than three consecutive calendar days are not counted toward the 120-day legislative session, as was the case with the 2021 regular session.

An extraordinary session may be called any time to address special circumstances. While there are not extraordinary sessions every year, there was one three-day extraordinary session in 2020 that began November 30, 2020. In addition to publishing all legislation resulting from the General Assembly's regular session, the successful applicant, hereafter referred to as the "Contractor", must also publish a special Session Laws supplement containing all laws passed during an extraordinary session and special supplements containing all laws approved by the voters at general elections held in even-numbered years and statewide elections held in odd-numbered years.

2.1 Government consumers. The Office is responsible for printing and distributing the Session Laws and the Statutes to state agencies, courts, and certain local governments. These books are printed and distributed at state expense as part of the contract and delivered to the government entities without additional charge by the Contractor. At the discretion of the Contractor, the cost may be absorbed by the Contractor as part of the flat rates provided for in section 3.3 of this RFP and recovered in the public sale prices to be set by the Contractor as referred to in section 2.8 of this RFP. Additionally, the Contractor is the exclusive distributor of these books to the public.

2.2 Session Laws and Red Book. The Session Laws are printed annually in softbound book format. The Session Laws contain the bills and selected resolutions as enacted during legislative sessions and chaptered by the Office, comparative tables, and an index. The Session Laws must continue to be printed in the manner and form currently

used. The 2020 Session Laws contain approximately 2,493 pages continuously paginated in three softbound volumes. The Red Book that accompanies the Session Laws lists the sections of the statutes that have been amended or enacted by the bills contained in the Session Laws. It is separately printed in booklet form and distributed with the Session Laws. The 2020 Red Book contains approximately 139 pages. The Session Laws and Red Book are prepared by the Office but are to be published by the Contractor.

2.3 Statutes. The official Statutes are printed annually in softbound book format. The 2020 Statutes consist of 26 volumes that range between 512 and 1,682 pages per volume, including two volumes dedicated to the court rules of the Colorado Supreme Court and two volumes containing an index and comparative tables. The 2020 Statutes and Court Rules set contains a total of approximately 27,220 pages. The Office will continue to draft the annotations of appellate court opinions and prepare the index, comparative tables, and other editorial work, including the source notes and editor's notes that are contained in the Statutes. The official Statutes and editorial work are to be published by the Contractor. References to the "statutes" or the "C.R.S." in this RFP include the Court Rules and Court Rules index.

2.4 Local digital storage and retrieval formats. The Contractor must also produce the Statutes in a local digital storage and retrieval format, such as CD-ROM format or downloadable software, subject to approval by the Office. The local digital storage and retrieval format must include embedded court opinions linked to case annotations. To provide state agencies with an official local digital storage and retrieval format of the Statutes to accommodate archiving needs and the increasing need to better utilize computer technology, the Committee must receive a minimum of 400 local digital storage and retrieval copies/licenses of the Statutes each year at no additional charge. At the discretion of the Contractor, the cost may be absorbed by the Contractor as a part of the flat rates provided for in section 3.3 of this RFP and recovered in the public sale prices to be set by the Contractor as referred to in section 2.8 of this RFP. The Committee may purchase additional local digital storage and retrieval copies/licenses of the Statutes without purchasing softbound sets. The additional local digital storage and retrieval copies/licenses shall not be in lieu of any softbound sets that the Committee agrees to purchase. The Committee may purchase additional local digital storage and retrieval copies/licenses of the Statutes at the Contractor's cost of production.

2.5 Online public access. The Contractor's proposal must also include publishing the Statutes and the associated editorial materials prepared by the Office, including annotations, on the internet in an easy-to-navigate and intuitively searchable public access format that is user-friendly and in compliance with World Wide Web Consortium (W3C) and the Web Content Accessibility Guidelines (WCAG). The Contractor shall specify the WCAG standard and conformance level it will meet for the public access version of the Statutes. The public access version of the Statutes must be accessible from the General Assembly's website. These materials must be available to the public online at no charge. In addition to providing access to the Statutes and editorial material ancillary to the Statutes, the online public access version of the Statutes should, at a minimum, include the following:

- a. A method of linking the internet user to the pertinent chapter of the current year's Session Laws or continuous updating of affected sections of the Statutes as the Governor acts on legislation that amends, repeals, or adds to or creates provisions of the Statutes;
- b. A method of linking the user to the pertinent chapter of the Session Laws from the source notes;
- c. The capability of allowing the internet user to capture a universal resource locator (URL) that will link directly to a specific statute on the internet site or other method by which the user may achieve the same result; and
- d. The capability of allowing the internet user to print one or more full sections of the Statutes from the online public access version.

2.6 E-books and additional digital formats. The Contractor's proposal must include publishing the Statutes and the associated editorial materials prepared by the Office, including annotations, in an electronic book ("e-book") format readable on or compatible with personal computers, mobile handheld electronic devices ("smart phones"), or special e-reader or tablet-style electronic devices. The Contractor must also have the capability and willingness to work cooperatively with the Committee and the Office on developing and promoting the publication of the Statutes in additional formats, including digital products such as applications for mobile handheld electronic devices or tablet-style electronic devices and other digital products or formats as they are developed by the industry.

2.7 Software and digital format. The Office will provide the Contractor with digital files containing the provisions to be printed from which the Contractor must produce a formatted proof print. Beginning in mid-July in typical years, the Office will send the files to the Contractor on a title-by-title basis as each title is proofed and edited. Currently, the files for the Statutes use SGML document coding, which format is likely to change in the future to an XML format; the files for the Session Laws and Red Book are in WordPerfect X8 (18) and PDF format, which word processing software may also be subject to change in the future. The Office anticipates that it will be upgrading to WordPerfect 2020 sometime in 2021. The Contractor must have software that can read and accurately interpret the coding in the files provided by the Office and produce pages (some of which will include multiple columns, tables, or PDF files), pagination, and running headers. Further printing specifications are provided in section 3 of this RFP. The Office will proof and review the proof print and any corrections are to be hand-set by the Contractor. The Contractor may also hand-set specified pages at the request of the Office. The Office will provide sample files for the Statutes and the Session Laws upon request. Please contact Kathy Zambrano, Head of Publications, at kathy.zambrano@state.co.us.

2.8 Public sale prices. The public sale price of the Session Laws is set in accordance with section 24-70-225, C.R.S., which provides that the public sale price shall be "the cost price per copy purchased for use of the state plus twenty percent and delivery charges." The price for the 2020E Session Laws, a three-volume print set, is currently \$38.50 and the price for the 2020E Session Laws e-book is \$38.50. The current contract authorizes the Contractor to set the public sale price for the softbound Statutes. Currently the price for the 2020E print Statutes is \$463.00. The Contractor is also authorized to set the public sale price for the local digital storage and retrieval version of the Statutes, which is currently \$2,193.00, including the search engine software, for an annual subscription and the public sale price for the 2020 Statutes e-book, which is currently \$386.00.

PRINTING REQUIREMENTS

3.0 Materials and form. The printing, binding, type font, point size, and page size for the text of the Session Laws and Statutes must match the current publications in material and form as closely as possible, and final specifications shall be mutually agreed to by the Office and the Contractor. Any contract must include paper specification that complies with section 2-5-105.5, C.R.S. In addition, the book cover material, color, design, and dimensions for the Session Laws and Statutes must match that of the current

publications as closely as possible, and final specifications shall be mutually agreed to by the Office and the Contractor.

The current material details are as follows:

C.R.S.: Paper: Chesapeake GW 80BR 00 / 27 / 888
Cover stock: Lex 17 Maroon w/ Black, 41707K-12, Shoecalf

Session Laws: Paper: Accent Opaque Text Smooth 52.5/40/645
Cover stock: Lex 17 Brown, LK37837A, Softlin

3.1 Timing. The ability to print and bind within short time periods is of paramount importance, and the Committee may consider requiring penalty provisions for printing delays. The Contractor must be able to print and bind approximately 3200 pages in the softbound Session Laws in no more than 30 calendar days after release of the final documents approved by the Office and approximately 28,000 pages in the 26 annual softbound volumes of the Statutes and Court Rules in not more than 30 calendar days after release of the final documents approved by the Office. The Contractor must demonstrate the ability to prepare the proof print, transmit it to the Office expeditiously by electronic transmission, make any necessary final corrections to the proof print thereafter as identified by the Office, and perform the printing and binding within the specified time frames. The printing occurs after each annual session of the General Assembly, typically in June for the Session Laws and Red Book and typically in August for the Statutes, and as may be required following any extraordinary session or election. The public access online version of the Statutes must be made available not more than 30 calendar days after release of the final C.R.S. title by the Office, or such other timing as mutually agreed to by the Office and the Contractor, and ongoing updates throughout the year must be made promptly when requested by the Office.

3.2 Quantity. The Contractor shall print all copies of the Session Laws, including the Red Book, and Statutes required for state use. The actual number of sets to be printed each year will be determined in advance by the Office. Currently, the Office requires the printing of approximately 1,100 sets of the Session Laws and 3,200 sets of the Statutes and Red Book. The Office requires a minimum of 400 copies of local digital storage and retrieval formats and 400 e-book format licenses.

3.3 Flat rate and public sale prices. The Committee solicits proposals for a pricing structure for the terms of the contract. At a minimum, each applicant responding to this RFP must specify a flat annual rate for up to a five-year contract term based upon the number of pages and number of sets of books that would be required to be provided to the State as set out in the examples in sections 3.1 and 3.2 of this RFP. The

proposal must specify a flat rate for the Statutes and a flat rate for the Session Laws and Red Book, combined. The proposal must provide an estimate of the public sale prices that the Contractor would set for the softbound Session Laws and Red Book, the softbound Statutes, the local digital storage and retrieval version, and the e-book. The proposal must also specify any modifications during the term of the contract that would vary the flat rates. These modifications may include, but are not limited to, such items as changes in the number of sets of Session Laws or Statutes required to be provided to the State, adjustments to the flat rate based on changes in the United States Bureau of Labor Statistics consumer price index for Denver-Aurora-Lakewood or the United States Bureau of Labor Statistics Producer Price Index for Technical, Scientific, and Professional Book Publishing, whichever is mutually agreed to by the Office and the Contractor, for the preceding calendar year, changes in the total number of pages printed, or the number of years for which the contract is awarded or is in effect.

3.4 Responsibility for printing, warehousing, maintaining, distributing. The Contractor must be responsible for printing, warehousing, maintaining, and distributing a sufficient number of Session Laws and Red Books, Statutes, local digital storage and retrieval versions, and e-books to meet annual public sale requirements. These may be printed from the same plates or files and at the same time the printing is done for the State's use. The current Contractor has approximately 763 active subscribers to the Statutes books and approximately 1100 on notify, in addition to the approximately 3,150 government consumers. The Contractor must not use the plates or files for any printing not specifically authorized by the Committee. The Contractor must also make individual volumes available for sale to the public.

3.5 Taxes. The Contractor shall be responsible for the collection of any sales or other taxes as may be assessed on sales to the public and for remission of any such tax to the appropriate governmental agencies.

3.6 Nontransferable rights. The printing and distribution rights must be personal to the Contractor and may not be transferred, assigned, or succeeded to in whole or in part without formal consent of the Committee.

3.7 Customer relations and promotion. The Contractor must agree to promptly answer all consumer inquiries relating to the distribution of the Session Laws and Red Book, Statutes, local digital storage and retrieval versions, and e-books and, upon request and without charge, must perform such incidental services to enhance customer

relations as a private publisher may reasonably be expected to perform in aid of its own publications. The Contractor must advertise and promote the availability of the Session Laws and the various formats of the Statutes and Court Rules as a private publisher may reasonably be expected to advertise its own publications. The Contractor must maintain at least one sales and distribution office in the Denver metropolitan area or, at a minimum, a toll-free telephone number through which subscribers can consult the Contractor's representative(s) concerning invoices or other matters related to printing, sales, distribution, or other matters. The Contractor must consult with representatives of the Office regarding appropriate advertising and customer relations.

3.8 Delivery. The Contractor must provide for the delivery of all publications prepared for state use in the manner required by the Office. This may involve delivery by FedEx, the United States Postal Services, parcel post, transcontinental trucking, or other delivery service approved by the Office. The Office provides the information from which the Contractor must create delivery labels. The Contractor must warehouse the printed volumes until the Office requests delivery, at which time the Contractor must deliver the requested volumes to the appropriate court, state agency, or governmental office without charge.

GENERAL CONSIDERATIONS AND REQUIREMENTS

4.0 Contractor support. The Committee contemplates finalizing a contract by January 31, 2022, or as soon thereafter as possible. The contract must be finalized and fully executed no later than June 30, 2022. The current contract expires December 31, 2022. The overlap period of time will be used to facilitate transition to the new contract. The Contractor awarded the new contract will be expected to have management personnel on-site at the Colorado state capitol building, 200 East Colfax Avenue, Denver, Colorado 80203, during the state's printing under the existing contract in the months of March through August of 2022, if requested by the Office, to assure the ability to fulfill the new contract without difficulty. During each year of the contract, the Contractor will also be expected to have management personnel on-site at the Colorado state capitol building when necessary to respond to questions and to address any difficulties in meeting the terms of the contract.

4.1 Duration of contract. The Committee has authority to enter into a contract for a period of not more than five years. At the discretion of the Committee, the contract

may be renewed for one additional five-year period. The Committee may wish to consider entering into contracts for shorter periods if circumstances indicate that such an approach would be in the state's best interests. Any contract must be subject to termination if a party is unable to perform or if performance is unsatisfactory.

4.2 Modification of contract for technology. At the discretion of the Committee, the contract may be renegotiated and modified to reflect any changes in the law addressing the official version of the Statutes and Session Laws in order to allow for the use of a web-based, state-controlled, or other method of authenticating and preserving the integrity of the Statutes and Session Laws that are available in a digital record format via the internet.

4.3 Statutory and financial considerations. Any contract is subject to all statutory requirements relating to state agreements and the Modified Legislative Department Special Provisions, which are closely modeled on the Special Provisions required by state fiscal rules, pursuant to 1 CCR 1010-1, Rule 3-1 (14). Any financial obligations of the State are subject to the availability of appropriations to fund them. The Committee is required by statute to take into consideration the policies set forth in the "Unfair Practices Act", article 2 of title 6, C.R.S., in the award of any contract.²

4.4 Bond. The Contractor must deliver to the Committee and keep and maintain in force a good and sufficient bond in an amount sufficient to secure satisfactory performance of the contract, but not less than \$500,000, to be negotiated by the Office and the Contractor.

4.5 Responsibility for loss or damage. The Contractor must be fully responsible for all loss, damage, or destruction of all publications for state use in the possession of the Contractor.

4.6 Public sales list. At any time during the term of the contract, the Contractor must furnish forthwith upon demand of the Committee and without fee, a complete list of

² See § 2-5-105 (3)(e), C.R.S.

those persons and entities that subscribe to the sales of Session Laws, Red Book, or Statutes, including book orders, local digital storage formats, e-book orders, and other publication format orders, if any.

4.7 Accounting. At any time during the terms of the contract, the Contractor must furnish forthwith upon demand of the Committee and without fee, an accounting of actual printing, binding, and packaging costs. At the option of the Committee, the Contractor must make their premises and all records available to the representatives of the Committee for any financial, inventory, performance, or other audit deemed necessary by the Office.

4.8 Qualified to do business in Colorado. The Contractor must be fully qualified to do business in the state of Colorado and be in good standing under the laws of the State of Colorado.

4.9 Constitutional gift ban. The Contractor must be aware of and comply with the provisions of the gift bans set out in section 3 of Article XXIX of the Constitution of the State of Colorado.

Any questions regarding this RFP should be directed to Jennifer G. Gilroy at jennifer.gilroy@state.co.us pursuant to section 1.12 of this RFP.

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STATE OF COLORADO LEGISLATIVE DEPARTMENT PERSONAL SERVICES CONTRACT

COVER PAGE

State Agency Committee on Legal Services of the Colorado General Assembly	Contract Number MCA 2022-XX		
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc.	Contract Performance Beginning Date Contract performance begins on January 1, 2023.		
Contract Maximum Amount Initial Term State Fiscal Years 2022-23 through 2027-28 \$0.00 Extension Terms State Fiscal Years 2027-28 through 2032-33 \$0.00 Total for All State Fiscal Years \$0.00	Initial Contract Expiration Date December 31, 2027 Contract Authority Article XVIII, section 8 of the Colorado constitution requires the Colorado General Assembly to "provide for the publication of the laws passed at each session thereof." In furtherance of this constitutional requirements, section 2-5-105, Colorado Revised Statutes, requires the Committee on Legal Services of the Colorado General Assembly to contract for "the work of printing, binding, and packaging of softbound volumes and publications ancillary to Colorado Revised Statutes" and section 24-70 223, Colorado Revised Statutes, and authorizes the Committee on Legal Services to "combine the contract for the publication of session laws of Colorado with that for the publication of Colorado Revised Statutes" Unlike most legislative branch contracts, section 2-5-109, Colorado Revised Statutes requires this contract to "be approved by the attorney general as to legality" and by the controller, acting as the designee of the governor.		
Contract Purpose The purpose of this contract, in accordance with the contract authority set forth above and all other relevant legal authority and requirements, is to provide for the publication of the Colorado Revised Statutes, including the Court Rules of the Colorado Supreme Court, and the Session Laws of Colorado and Red Book.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work 2. Exhibit B – Sample Option Letter <p>If there is a conflict or inconsistency between this Contract and any Exhibit or attachment, the conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Colorado Special Provisions in §18 of the main body of this Contract. 2. The provisions of the other sections of the main body of this Contract. 3. Exhibit A, Statement of Work. 4. Exhibit B, Sample Option Letter. 			
Principal Representatives <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> For the State: Name Agency Name Address Address City, State Zip Email </td> <td style="width: 50%; border: none;"> For Contractor: Name Company Name Address Address City, State Zip Email </td> </tr> </table>		For the State: Name Agency Name Address Address City, State Zip Email	For Contractor: Name Company Name Address Address City, State Zip Email
For the State: Name Agency Name Address Address City, State Zip Email	For Contractor: Name Company Name Address Address City, State Zip Email		

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

<p style="text-align: center;">CONTRACTOR INSERT-Legal Name of Grantee</p> <hr/> <p>By: Name & Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Committee on Legal Services of the Colorado General Assembly</p> <hr/> <p>By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>
	<p style="text-align: center;">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">Assistant Attorney General</p> <p>Date: _____</p>
<p style="text-align: center;">In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">By: _____</p> <p style="text-align: center;">Effective Date: _____</p>	

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1. PARTIES

This Contract is entered into by and between Contractor named on the cover page for this Contract (the “Contractor”), and the GENERAL ASSEMBLY of the STATE OF COLORADO acting by and through its Committee on Legal Services (hereinafter referred to as the “State” or the “Committee”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract is not valid or enforceable until the Effective Date, defined in §3.H. The State is not bound by any provision of this Contract before the Effective Date, and has no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract commence on the Contract Performance Beginning Date shown on the cover page for this Contract and terminate on the Initial Contract Expiration Date shown on the cover page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Term - State’s Option

The State, at its discretion, may exercise the option to extend the performance under this Contract beyond the Initial Term for one period of up to five years if the Committee finds that such an extension would be in the public's interest (the period being an “Extension Term”). In order to exercise the option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except

as stated in §2.D., the total duration of this Contract, including the exercise of the option to extend, shall not exceed 10 years from its Effective Date.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §14, may unilaterally extend the Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether an additional Extension Term are available or not. The provisions of this Contract in effect when the notice is given remain in effect during the End of Term Extension. The End of Term Extension automatically terminates upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest is not equivalent to a State right to terminate for convenience. This subsection does not apply to a termination of this Contract by the State for breach by Contractor, which is governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of early termination in the public interest in accordance with §14. The notice must specify the effective date of the termination and whether it affects all or a portion of this Contract, and must include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor has the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for the portion of Contractor's actual out-of-pocket expenses, not otherwise reimbursed under this Contract, that are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor under this Contract.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Breach of Contract**” means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law,

by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, also constitutes a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Contract, then the debarment or suspension constitutes a breach.

- B. “**Business Day**” means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
- C. “**Contract**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- D. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- E. “**CORA**” means the Colorado Open Records Act, part 2 of article 72 of title 24, C.R.S.
- F. “**Deliverable**” means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the State by Contractor.
- G. “**End of Term Extension**” means the time period defined in §2.D
- H. “**Effective Date**” means the date on which this Contract has been approved and signed by all of the Parties and also signed, after legal review, by the Director of the Office of Legislative Legal Services or the Director’s designee as required by §2-2-320 (2)(b), C.R.S., the Colorado State Controller or the Controller’s designee, and approved as to legality by the Colorado Attorney General or the Attorney General’s designee.
- I. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the cover page for this Contract.
- J. “**Extension Term**” means the time period defined in §2.C
- K. “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and includes any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- L. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work. “**Incidents**” include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- M. “**Initial Term**” means the time period defined in §2.B
- N. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- O. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or

linkable to an individual, such as medical, educational, financial, and employment information. “PII” includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 (2) and 24-73-101 (4)(b), C.R.S.

- P. “**Services**” means the services to be performed by Contractor as set forth in this Contract, and includes any services to be rendered by Contractor in connection with the Goods.
- Q. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. “State Confidential Information” includes, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information does not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, that has been communicated, furnished, or disclosed by the State to Contractor, and that: (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any “State Confidential Information”.
- R. “**State Fiscal Year**” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the “State Fiscal Year” ending in that calendar year.
- S. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- T. “**Subcontractor**” means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- U. “**Work**” means the Goods delivered and Services performed pursuant to this Contract.
- V. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. “Work Product” includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in the Exhibit.

4. **STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State has no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. **PAYMENTS TO CONTRACTOR**

A. **Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the cover page for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice no later than 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, Contractor shall make all changes necessary to correct the invoice.
- d. The acceptance of an invoice does not constitute acceptance of any Work performed or Deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202 (24)(a), C.R.S., until paid in full; provided, however, that interest does not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice must reference the delinquent payment, the number of days' interest to be paid, and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination, or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State shall review the information presented by Contractor and may make changes to its determination based on the review. The calculation, determination, or payment amount that results from the State's review is not subject to additional dispute under this subsection. No payment subject to a dispute under this subsection is due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period the amount is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Legislative Department Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor is contingent upon the non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract must be made only from Contract Funds, and the State's liability for such payments is limited to the amount remaining of Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole

or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and the termination shall otherwise be treated as a termination of this Contract in the public interest as described in §2.E.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any other required reports, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and the pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of the action and deliver copies of the pleading or document to the State's principal representative identified in §14.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date 3 years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or if Contractor has received notice that an audit is pending, the date the audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures determined by the State. The State shall monitor Contractor's

performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of any audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure that all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times during which the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of the signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor, as directed by the State, shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants that it will guarantee the confidentiality of, and cease to use, the State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement as determined by the State. Unless Contractor can establish that neither Contractor nor any of its agents, employees, assigns or Subcontractors are the cause or source

of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which steps may include, but are not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including any requirements set forth in Exhibits, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of the PII in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor is a "Third-Party Service Provider," as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, et seq., C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. A conflict of interest arises when a Contractor or Subcontractor's employee, officer or agent offers or provides any tangible personal benefit to an employee of the State, any member of the employee's immediate family, or the employee's partner related to the award of, entry into, or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest harms the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities, or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor obtains and maintains, insurance as specified in this section at all times when this Contract is in effect including the Initial

Term and any End of Term Extension or Extension Term. All insurance policies required by this Contract must be issued by insurance companies approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Additional Insured

The State must be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

E. Primacy of Coverage

Coverage required of Contractor and each Subcontractor is primary over any insurance or self-insurance program carried by Contractor or the State.

F. Cancellation

The above insurance policies must include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days' prior notice to Contractor. Contractor shall forward any prior notice to the State in accordance with §14 within 7 days of Contractor's receipt of the notice.

G. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract must include clauses stating that each carrier waives all rights of recovery under subrogation or otherwise against Contractor or the State and the State's agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times when this Contract is in effect, including the Initial Term and any End of Term Extension or Extension Term, such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times when this Contract is in effect, including the Initial Term and any End of Term Extension or Extension Term, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required under this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT

If a Breach of Contract occurs, the aggrieved Party shall give written notice of the breach to the other Party. If the notified Party does not cure the Breach of Contract at its sole expense within 30 days after the delivery of written notice, the Party may exercise any of the remedies described in §12 for that Party. Notwithstanding any other provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract if: (i) termination is necessary to protect the public interest of the State; or (ii) Contractor is debarred or suspended under §24-109-105, C.R.S., in which case the State may terminate this Contract at any time on or after the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor breaches this Contract and fails to cure the Breach of Contract, the State, following the notice and cure period set forth in §11 has all of the remedies listed in this section in addition to all other remedies set forth in this Contract or law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

If Contractor fails to cure a Breach of Contract, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of the notice and shall terminate any outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not

cancelled by the termination notice and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable, and necessary action to protect and preserve any property in the possession of Contractor in which the State has an interest. If the State terminates this Contract, then, at the State's request, Contractor shall: (i) return materials owned by the State that are in Contractor's possession at the time of termination, and (ii) deliver all completed Work Product and all Work Product that is in the process of completion.

b. Payments

The State shall only pay Contractor for accepted Work received as of the date of termination. If, after terminating this Contract, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, the termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor is liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

The State may suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

The State may withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

The State may deny payment for Work not performed, or Work that due to Contractor's actions or inactions, cannot be performed or if were performed

would reasonably have no value to the state; provided, that the amount of any denial of payment must be equal to the value of the obligations not performed.

d. Removal

The State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure the right to use the Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for the removed Work to the State.

B. Contractor's Remedies

If the State fails to cure its Breach of Contract, Contractor, following the notice and cure period set forth in §11 and the dispute resolution process in §13, shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

Unless otherwise specifically provided in this Contract, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be resolved by a process agreed to by the Parties.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a principal representative on the cover page for this Contract is the principal representative of the designating Party. All notices required or permitted to be given under this Contract must be written and must be delivered: (i) by hand with receipt required; (ii) by certified or registered mail to the Party's principal representative at the address set forth on the cover page for this Contract or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the cover page for this Contract. If a Party delivers a notice through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party shall deliver the notice by hand with receipt required or by certified or registered mail to the other Party's principal representative at the address set forth on the cover page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices are effective upon delivery.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based

on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses, and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Property of the State

In accordance with § 2-5-115, C.R.S., the Colorado Revised Statutes, including the Court Rules of the Colorado Supreme Court, The Colorado Session Laws, the Red Book, and all ancillary editorial publications, as published, are, to the extent that they are not part of the public domain, the sole property of the State as owner and publisher thereof and may only be copyrighted by the State to the extent permitted by federal statutory law and judicial precedents.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data, and information (collectively, “State Materials”) are the exclusive property of the State. Contractor shall not use or willingly allow, cause, or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations under this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and in a manner directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor, including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property must be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as Exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM - EXEMPTION

Because this contract is a legislative department contract, it is not included within the state's contract management system, which includes only contracts that are entered into by a "governmental body," as defined in section 24-101-301, C.R.S. That definition of "governmental body" does not include the legislative department or its agencies.

17. GENERAL PROVISIONS

A. Assignment

Contractor’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without the State's consent is void. Any assignment or transfer of

Contractor's rights and obligations approved by the State is subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that the State rejects. Contractor shall not allow any Subcontractor to perform any Work after the State has rejected the Subcontractor's subcontract. Contractor shall submit to the State a copy of any subcontract requested by the State. All subcontracts entered into by Contractor in connection with this Contract: (i) must comply with all applicable federal and state laws and regulations, (ii) must provide that they are governed by the laws of the State, and (iii) are subject to all provisions of this Contract.

C. Binding Effect

Unless Contractor transfers a right or obligation under this Contract in accordance with the requirements set forth in §17.A, all provisions of this Contract, including the benefits and burdens, extend to and bind the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of the Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained in this Contract or incorporated as a part of this Contract unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which is deemed to be an original, but all of which, taken together, constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract do not have any force or effect whatsoever unless embodied in this Contract.

H. Modification

Except as otherwise provided in this Contract, any modification to this Contract is only effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable laws of the State.

I. Statutes, Regulations, and Other Authority.

Any reference in this Contract to a statute, regulation, or other authority shall be interpreted to refer to the current authority, including any changes or amendments made after the Effective Date.

J. External Terms and Conditions

Notwithstanding anything to the contrary in this Contract, the State is not subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreement related to the Work unless this Contract specifically references the provision.

K. Severability

The invalidity or unenforceability of any provision of this Contract does not affect the validity or enforceability of any other provisions of this Contract, which provisions shall remain in full force and effect so long as the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

L. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract survives the termination or expiration of this Contract and is enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704 (1) and 29-2-105 (1)(d), C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State is not liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor is solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations under this Contract are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for the third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, does not operate as a waiver of the right, power, or privilege. Any single or partial exercise of any right, power, or privilege under this Contract does not preclude any other or further exercise of the right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract is subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times when this Contract is in effect, including the Initial Term, any End of Term Extension, and any Extension Term, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract. Contractor shall also ensure that all employees, agents, and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits, and other authorizations required to perform their obligations in relation to this Contract.

S. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents, and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties against any and all claims, damages, liabilities, losses, costs, and expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor or Contractor's employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

18. COLORADO LEGISLATIVE DEPARTMENT SPECIAL PROVISIONS

These Special Provisions apply to all legislative department contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or the Controller's designee and approved as to legality by the Colorado Attorney General or the Attorney General's designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions, committees, bureaus, offices, employees, and officials is controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171, and 28 U.S.C. §1346(b), and the State's risk management statutes, §§24-30-1501, et seq., C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties under this Contract as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth in this Contract. Contractor 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 Contractor or any of its employees or agents. Contractor shall pay when due all applicable employment taxes, income taxes, and local head taxes incurred pursuant to this Contract. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and the acts of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant to Colorado law, apply to the interpretation, execution, and enforcement of this Contract. Any provision included in or incorporated into this Contract by reference that conflicts with said laws, rules, or regulations is void. All suits or actions related to this Contract must be filed and proceedings held in the State of Colorado, and exclusive venue is in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or conflicts with this provision in any way is void. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy

available at law, in equity, or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services, and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments, improper payments, and any other unexpended or excess funds received by Contractor, by deduction from subsequent payments under this Contract, by deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use the E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5),

C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency a written, notarized affirmation affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she: (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law; (ii) shall comply with the provisions of §24-76.5-101, et seq., C.R.S.; and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date.

SAMPLE

EXHIBIT A, STATEMENT OF WORK

SAMPLE

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Insert the Full Legal Name of the Agency	Option Letter Number Insert the Option Number (e.g., "1" for the first option)
Contractor Insert Contractor's Full Legal Name	Original Contract Number Insert the Contract Number (e.g., MCA XX-20XX of the Original Contract)
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date The later of the Effective Date or Month Day, Year Current Contract Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's cover page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is the date on which this Contract has been signed by all required State signatories as set forth below and also signed, after legal review, by the Director of the Office of Legislative Legal Services or the Director's designee as required by §2-2-320 (2)(b), C.R.S., or _____, whichever is later.

STATE OF COLORADO Insert the Name of the Agency <hr/> By: Name & Title of Agency Head or Agency Head's Designee Date: _____	LEGAL REVIEW Office of Legislative Legal Services <hr/> By: Sharon L. Eubanks, Director Date: _____
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STATE OF COLORADO
Insert the Name of the Oversight Committee

By: Name, Title

SAMPLE