

DEPARTMENT OR AGENCY NUMBER ACA
DEPARTMENT OR AGENCY NAME Department of Personnel & Administration
CONTRACT ROUTING NUMBER 08-00436

Mandatory Statewide Information Technology Staff Augmentation Services Price Agreement Contract

THIS MANDATORY STATEWIDE PRICE AGREEMENT, hereinafter referred to as "Price Agreement", made this 20th day of May, 2008, by and between the State of Colorado for the use and benefit of the Department of Personnel & Administration, Division of Finance and Procurement, State Purchasing Office, 633 17th Street, Suite 1520, Denver, CO 80202, hereinafter referred to as the "State", and Streffco Consultants, Inc., 8480 E. Orchard Rd., Suite 4400, Englewood, CO 80111, hereinafter referred to as the "Contractor" or "awarded vendor".

A. Required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

B. This agreement creates a Mandatory Statewide Price Agreement, 96426YYY29M, for the procurement of information technology (IT) staff augmentation services; and

C. The Contractor has been selected in compliance with the provisions of the Colorado Procurement Code, IFB-CK-00002-08, IT staff augmentation services, as a responsible offeror whose solicitation response met the minimum requirements and provided pricing; and

NOW THEREFORE, in consideration of and subject to the terms, conditions, provisions and limitations contained in this contract, the State and the Contractor agree as follows:

1. DEFINITIONS.

"Adequate Competition" shall mean a minimum of three (3) viable responses from responsive and responsible vendors.

"Colorado Procurement Code" shall mean §§ 24-101-101, et seq. of the Colorado Revised Statutes.

"Intellectual Property" shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade dress, trade secrets, test results, knowledge, techniques, discoveries, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the foregoing, whether or not registered as of the effective date of this Price Agreement or at any later date.

"Leased worker" shall mean a Contractor's employee assigned by the Contractor to perform specific duties on behalf of the Ordering Entity.

"OIT" shall mean the State of Colorado Office of Information and Technology.

"Order" shall mean any purchase order, contract, or other authorized agreement used to order the services or products identified and priced in this Price Agreement. An Order amended consistent with the requirements of any Ordering Entity, in accordance with State of Colorado Fiscal Rules, shall also be governed by the same terms and conditions.

"Ordering Entity" shall mean a State Agency or political subdivision that places an Order pursuant to this Price Agreement.

"Price Agreement" shall mean this Price Agreement, the SOW, the Solicitation and the Proposal.

"Products" shall mean any hardware, software, or other products listed on Exhibit A to this Price Agreement attached hereto and incorporated herein. Products has the same meaning as "commodities," "supplies," or "equipment".

The intent of this agreement is not to purchase hardware, software, or equipment independent of an IT staff augmentation services solution.

"Project" shall mean computerized and auxiliary automated information handling, including, but not limited to, the development, purchase, replacement, or modification of a software system; conversion of data; computer programming; consulting, information storage and retrieval; data transmission; requisite system controls; simulation; and related interactions between people and machines. A Project may encompass any combination of hardware, software, personal services, or consulting.

"Political subdivisions" shall mean any political subdivision of the State of Colorado, including counties, local governments, municipal corporations and special districts.

"Purchase Order" shall mean forms issued by all Ordering Entities.

"Requirement(s)" shall mean a statement of needs by an Ordering Entity that triggers the development of a program, system, or Project. "Requirements" also may be referred to herein as "business functional requirements" or "requirement specifications".

"Services" shall mean on-going (as needed) IT staff augmentation services, other than products, supplies, and equipment, priced in the Contractor's Proposal, which may be ordered by Ordering Entities under this Price Agreement.

"Solicitation" shall refer to IFB-CK-00002-08, attached hereto as Exhibit A.

"SOW" shall mean Scope of Work.

"State" shall mean the State Purchasing Office.

"State Agency" shall mean any department, agency, or institution of higher education of the State of Colorado, not including political subdivisions of the State of Colorado.

"Temporary Consulting Services" shall mean all services engaged up to \$500,000, described in the Solicitation, attached hereto as Exhibit A.

"Temporary Hourly Leased Workers" shall mean all services engaged on an hourly basis up to \$100,000, described in the Solicitation, attached hereto as Exhibit A.

"Unless otherwise agreed" or "unless otherwise specified" shall mean terms specified in an Order, which take precedence over the terms of this Price Agreement, in accordance with the terms of this Price Agreement.

2. GENERAL

This Price Agreement defines the unit prices or rates for services ordered pursuant to the terms of this Price Agreement. Except with respect to Orders placed by it under this Price Agreement, the Department of Personnel & Administration, as a signatory to this Price Agreement, shall not be liable to the Contractor for any breach by an Ordering Entity of any payment or other obligation herein or under an Order for services under this Price Agreement.

This Price Agreement is designated as "mandatory," and State Agencies by rules must satisfy their requirements through this Price Agreement. Exceptions may be granted by the State Purchasing Director or authorized designee upon application by a State Agency. While political subdivisions may order from this Price Agreement, use by a political subdivision is discretionary.

An individual Order requesting Temporary Hourly Leased Workers pursuant to this Price Agreement shall be limited to a \$100,000 or less. A Project ordered or initiated pursuant to this Price Agreement shall be limited to a budget of \$500,000 or less and shall require a written plan for achieving a specific set of well-defined objectives within a specified time schedule (i.e., definitive beginning and end dates).

3. SCOPE OF WORK

The Contractor is offering the State rates for Services for a period of up to one (1) year, with two (2) one-year renewals. The Contractor has been awarded the right to provide Services in the following categories: The Contractor has been awarded the right to provide the Services described in all twenty-eight (28) position descriptions, described in the Solicitation. Detailed descriptions of each position are set forth in the Solicitation (Exhibit A). All Ordering Entities are eligible to use the Solicitation (Exhibit A) and this Price Agreement. All participating State Agencies are required to follow the specific instructions within this Price Agreement. Vendor rates shall be given on an hourly basis, using the hourly rates set forth in the Proposal (Exhibit B), but awarded vendors also may be asked to give quotes on a per Project basis, based upon such hourly rates. All awarded vendor rates shall include all necessary expenses associated with providing the Services, including but not limited to travel, hotel, meals, equipment, office space, supplies, etc.

Services shall be performed based on the needs of the Ordering Entity and the recommendations of the Contractor. The Services, as described in each service category, may be required for a particular task or for a Project. The scope of work for each task/Project shall be contracted through an hourly work order or task order as negotiated by the Ordering Entity and the awarded vendor. Each awarded vendor shall perform the Services set forth in the hourly work order or task order during the term specified therein.

State Agencies shall, and political subdivisions may, use this Price Agreement for the purchase of Services at the hourly rates set forth on Exhibit B, or at a fixed price, agreed to by the parties, with respect to a specific Project or Project phase. State Agencies shall determine which of these options applies to their specific needs and use the following instructions and requirements:

3.1 Ordering Services using Temporary Hourly Leased Workers and ordering Temporary consulting Services for defined Project task orders.

ORDERING ENTITIES MAY ORDER SERVICES BY: (I) ENGAGING TEMPORARY HOURLY LEASED WORKERS OR (II) ENGAGING TEMPORARY CONSULTING SERVICES FOR DEFINED PROJECT TASK ORDERS.

3.1.1 State agencies may order Services by requesting Temporary Hourly Leased Workers, for hourly work up to a maximum of \$100,000, or by requesting Temporary Consulting Services for defined Project task orders up to \$500,000.

All approvals, including approval from the Colorado Division of Personnel and OIT, shall be obtained by State Agencies prior to issuing a Purchase Order and beginning work.

OIT approval is required before the placement of Orders for information technology services by State Agencies (other than institutions of higher education), in any amount, or such dollar limits as may be determined by OIT.

Unless waived, privatization review and approval by the Division of Personnel is required for any recurring service or an individual order exceeding six (6) months in duration.

3.1.2 Price Agreement competition. All State Agencies must issue a Price Agreement SOW requesting competitive bids for all hourly requirements for all Projects, regardless of dollar amount. The SOW must remain open to the entire pool of vendors who have been awarded price agreements for IT staff augmentation Services pursuant to the Solicitation, for a minimum of three (3) business days, or upon a determination of Adequate Competition.

3.1.2.1 Awarded vendors shall supply to the State, and maintain for the State's use, one (1) current, working email address to be used for the purpose of accepting individual State Agency email messages issued to the entire pool of awarded vendors. The State of Colorado is not responsible for any email notification failures.

3.1.2.2 Awarded vendors shall be given adequate time for a response prior to the award of a Purchase Order for the SOW.

3.1.2.3 State Agencies may award the SOW based on a determination of Adequate Competition. Awards may be issued as soon as enough responses have been received to make a determination of Adequate Competition. A State Agency may award the SOW prior to the response due date set forth in the SOW upon making a determination of Adequate Competition. Responses received subsequent to the due date may not be evaluated.

3.1.2.4 Price and other factors shall be considered by the State Agency when making awards.

3.1.3 Price Agreement dollar limits.

3.1.3.1 State Agencies may use this Price Agreement to hire Temporary Hourly leased Workers, in an amount not to exceed \$100,000, for requirements approved by OIT.

3.1.3.2 All requirements for Temporary Hourly Leased Workers that exceed or are expected to exceed \$100,000 MUST be separately bid out, following the applicable State approved solicitation method under the Colorado Procurement Code, or shall be handled under this Price Agreement in accordance with the process for defined Project task orders approved by OIT and set forth in clause 3.1.13 of this Price Agreement.

3.1.3.3 State Agencies may use this Price Agreement for OIT approved Services for amounts up to and not exceeding \$500,000 per Project, for a period up to but not exceeding 24-months per Project. Projects and SOWs expected to exceed these limitations MUST be separately bid out, following the applicable State approved solicitation method under the Colorado Procurement Code.

3.1.4 Volume Discount Negotiation. State Agencies that spend over the discretionary dollar limit for Services as defined in the Colorado Procurement Code shall perform volume discount negotiation as defined in clause 6.3.3 of this Agreement.

3.1.5 Work Order Requests. State Agencies wishing to procure Temporary Hourly Leased Workers shall issue an hourly work order request form, substantially in the form of Exhibit C, attached hereto and incorporated herein.

3.1.6 Project Task Order Requests. State Agencies wishing to procure consulting services for defined Projects shall issue a defined Project task order request form, substantially in the form of Exhibit D, attached hereto and incorporated herein.

3.1.7 Requirements and Compliance. All awarded vendors are required to become familiar with Price Agreement requirements, and individual State Agency rules and regulations, as identified by the State Agency, regarding Personnel, Procurement, and Fiscal Rules and regulations, comply with all Executive Orders or other decisions regarding the State of Colorado and the use of temporary personnel services and Temporary Hourly Leased Workers.

3.1.8 Response time and Service delivery. Vendor shall provide workers within two (2) business days of award or as otherwise mutually agreed upon by the Ordering Entity and the awarded vendor.

3.1.9 Service categories. Only consulting Services from the specific Service categories awarded in this Price Agreement can be purchased under this Price Agreement. The purchase of consulting services not specifically listed in this Price Agreement will render a Project or SOW, in its entirety, ineligible for completion under this Price Agreement. Services for an ineligible Project or SOW can only be procured using the appropriate State approved solicitation method under the Colorado Procurement Code.

3.1.10 Violation. The issuance of a Purchase Order pursuant to this Price Agreement to obtain services not specifically awarded and cited herein shall be a violation of this Price Agreement. Such action shall subject to remedies available to the State.

3.1.11 State Agency Order Process. ALL AWARDED VENDORS SHALL BE REQUIRED TO BECOME FAMILIAR WITH STATE AGENCY ORDER PROCESS REQUIREMENTS INCLUDED IN THIS PRICE AGREEMENT AND ENSURE THAT ALL ORDERS FROM STATE AGENCIES CONTAIN THE REQUIRED INFORMATION.

3.1.12 State Agency order process for Services provided by Temporary Hourly Leased Workers.

THIS SECTION DESCRIBES THE ORDERING TIME SEQUENCE FOR ORDERING ENTITIES THAT CHOOSE TO ENGAGE THE SERVICES PROVIDED BY TEMPORARY HOURLY LEASED WORKERS. PRIOR TO ENGAGING TEMPORARY HOURLY LEASED WORKERS, A STATE AGENCY SHALL:

3.1.12.1 Complete the hourly work order request form and describe the hourly work to be performed.

3.1.12.2 Submit the hourly work order request form to the entire pool of IT staff augmentation awarded vendors for a minimum of three (3) business days, or for a longer period of time at the State Agency's discretion. A State Agency may award the SOW prior to the response due date set forth in the SOW upon making a determination of Adequate Competition. Responses received subsequent to the due date may not be evaluated.

3.1.12.3 Receive and evaluate vendor responses. Responses shall be received by the specified due date and time. The State Agency reserves the right to accept or reject the vendor's proposed hourly work plan, workers, or price estimates. The vendor shall not begin work until the State Agency has accepted the hourly work plan estimate and has issued a Purchase Order.

a. Interview: The State Agency reserves the right to interview all prospective Temporary Hourly Leased Worker candidates and to accept any, all or none of

them based upon the required levels of knowledge, skills, and abilities. Resumes may be required upon request prior to interviews.

b. Multiple submissions: In cases where the same candidate's resume is submitted by multiple awarded vendors, and that candidate is deemed to be the best candidate for the work, the State Agency will select the vendor proposing the lowest rate. Vendors shall notify a candidate each time his or her resume has been submitted for an individual hourly order request.

c. Excess rate bid: An awarded vendor that submits a rate in response to an hourly work request in excess of the rate bid for the specified position description shall be subject to termination for cause under this Price Agreement.

3.1.12.4 Notify the selected awarded vendor and award the hourly work when Adequate Competition has been received. Price and other factors will be considered when making awards.

3.1.12.5 Follow Colorado Procurement Code rules and determination documentation in the event 2 or fewer responses are received.

3.1.12.6 Create and issue a Purchase Order to the selected vendor in order to authorize the hourly work to begin.

All State agencies are required to provide all of the following information on the Purchase Order requesting such services:

- a. A beginning date and ending date for services (performance period);
- b. The appropriate price agreement position description(s) for the Temporary Hourly Leased Worker(s); number of hours; hourly rate, or a not-to-exceed estimate broken down by position description(s), if applicable; and a not-to-exceed price for reimbursement of travel, lodging and per diem;
- c. Description of services, software, data and/or document deliverables;
- d. Facilities or other property to be furnished by the Ordering Entity;
- e. A delivery address (not a post office box);
- f. A billing address;
- g. A user point-of-contact name, telephone, and email address;
- h. A statement that such Purchase Order is subject to all of the terms and conditions of this Price Agreement.

3.1.12.7 The State reserves the right to modify the State Agency ordering process.

3.1.13 State Agency order process for consulting services for defined Project task orders.

THIS SECTION DESCRIBES THE ORDERING TIME SEQUENCE FOR ORDERING ENTITIES THAT CHOOSE TO ENGAGE TEMPORARY CONSULTING SERVICES FOR DEFINED PROJECT TASK ORDERS. PRIOR TO ENGAGING CONSULTING SERVICES FOR DEFINED PROJECT TASK ORDERS, A STATE AGENCY SHALL:

3.1.13.1 Complete the defined Project task order request form and describe the Project.

3.1.13.2 Project task order requests must include, at minimum, the following information in the complete Project scope of work (SOW):

- a. Performance or design specifications;

- b. Available Ordering Entity staff, their roles, and who will work with the selected vendor;
- c. Designation and qualification/experience/education of required workers;
- d. Quantity/Quality performance standards that will be considered acceptable (Acceptance Criteria and Process);
- e. Submittal of deliverables at the completion of tasks/milestones;
- f. Timetables;
- g. Place and time of delivery;
- h. Acceptable formats, i.e. report, documents, data, or software;
- i. Software, data, or manual delivery;
- j. Required security procedures;
- k. Project management controls, including minimum requirements for management structure and supervisory presence. Project Management and Project Monitoring shall conform to current OIT standards;
- l. Definition of periodic verbal or written updates;
- m. Scheduling of reports and acceptable formats;
- n. Schedule for meetings (weekly, bi-weekly, annual, or other intervals as required) for updates/performance reporting;
- o. Issuance of any forms to be used, i.e. Change Orders, reporting, etc.;
- p. Sign off procedure at completion of tasks/milestones;
- q. Final Acceptance Standard;
- r. Sign off procedure at completion of Project/SOW;
- s. Payment schedule;
- t. Location(s) of performance and ordering entity issued supplies/materials/equipment;
- u. Any insurance or bond requirements not already required by the State under this Price Agreement; and
- v. Requirements and a not-to-exceed price for reimbursement for travel, lodging, and per diem.

3.1.13.3 Submit the defined Project task order request form for Price Agreement competition to the entire pool of awarded IT staff augmentation vendors for a minimum of three (3) business days, or for a longer period of time at the State Agency's discretion. A State Agency may award the SOW prior to the response due date set forth in the SOW upon making a determination of Adequate Competition. Responses received subsequent to the due date may not be evaluated.

3.1.13.4 Receive and evaluate vendor responses. Responses shall be received by the specified due date and time.

All vendor responses shall contain the following:

- a. A detailed Project task order proposal, which includes a Project work plan to meet the requirements of the Project scope of work (SOW);
- b. The name(s), qualifications, and resume(s) of the proposed consultant(s), identified by position description, as described in the resulting price agreement, to be assigned to the Project.
- c. An all-inclusive, firm, not-to-exceed Project task order price detailing the estimated number of hours, by position description, and any other Project-related costs. Price shall be in accordance with the prices as bid on Solicitation Attachment 2, Price Response Sheets. Based upon the number of hours

proposed, the vendor may offer an additional volume discount, by position description, when submitting the Project task order pricing.

3.1.13.5 The Ordering Entity reserves the right to accept or reject the vendor's Project proposal, workers, or price estimates. The vendor shall not begin work until the Ordering Entity has accepted the Project plan estimate and has issued a Purchase Order.

a. Interview. The Ordering Entity reserves the right to interview all prospective consultants and to accept any or all based upon the required knowledge, skills, and abilities.

b. Multiple Submissions. In cases where the same candidate's resume is submitted by multiple vendors, and that candidate is deemed to be the best candidate for the work, the Ordering Entity will select the vendor proposing the lowest rate. Vendors shall notify candidate(s) each time that their resume has been submitted for each individual defined Project task order request.

c. Excess Rate Bid. Any vendor that submits a response to a defined Project task order request that includes pricing in excess of the rate(s) bid for proposed position description(s) is subject to termination for cause under the awarded price agreement.

3.1.13.6 Notify the selected vendor and award the Project when Adequate Competition has been received. Price and other factors will be considered when making awards.

3.1.13.7 Follow Colorado Procurement Code rules and determination documentation in the event 2 or fewer responses are received.

3.1.13.8 Create and issue a Purchase Order to the selected vendor in order to authorize the Project to begin.

3.1.13.9. All State agencies are required to provide all of the following information on the Purchase Order requesting such services:

- a. A beginning date and ending date for services (performance period);
- b. The appropriate price agreement position description(s) for the Project worker(s), number of hours, not-to-exceed Project task order price, and a not-to-exceed ceiling for reimbursement of travel, lodging and per diem, if applicable;
- c. Primary vendor point of contact for the Project, to include the name, position description, phone number, and email address;
- d. Brief description of Project scope of work. Include as an attachment the complete scope of work previously submitted as the Project task order;
- e. Facilities or other property to be furnished by the Ordering Entity;
- f. A delivery address (not a post office box);
- g. A billing address;
- h. A user point-of-contact name, telephone, and email address;
- i. A statement that such Purchase Order is subject to all of the terms and conditions of this Price Agreement.

3.1.13.10 The State reserves the right to modify the State Agency ordering process.

4. TEMPORARY HOURLY LEASED WORKERS AND SUBCONTRACTING.

4.1 Vendor Relationship. The price agreement vendor is solely responsible for all employment related matters, including but not limited to, workers compensation benefits, tax withholding as required by the Internal Revenue Service (IRS), Fair Labor Standards Act (FLSA) and Family Medical Leave Act (FMLA). All leased workers shall be employees of the vendor, and not employees of the State of Colorado, and therefore not eligible for any benefits or pay premiums afforded to Colorado State Personnel System employees.

4.2 Vendor Employees. The State of Colorado shall not be liable in the event a leased worker from such price agreement vendor, during the time their work is performed under this price agreement, seeks or is granted permanent employment in the Colorado State Personnel system. No fees will be due or paid.

4.3 Subcontracting. Subcontracting is allowed under this Price Agreement. In the event an awarded vendor elects to use subcontractors in the performance of this price agreement, the price agreement vendor shall serve as the prime contractor and shall be fully accountable to the Ordering Entity for assuring that its subcontractors comply with the terms and conditions of this Price Agreement between the Ordering Entity and the prime contractor, and shall be liable in the event subcontractors fail to comply with such terms and conditions.

5. PERFORMANCE PERIOD.

5.1 Total Period. This Price Agreement shall be effective from the date signed by the Colorado State Controller or authorized delegate and shall continue through May 30, 2009.

The State may require continued performance for a period of two (2) years for any services at the same rates and same terms specified in this Price Agreement. If the State exercises the option to renew, it shall provide written notice to the Contractor at least 30 days prior to the end of the current contract term in a form substantially equivalent to Option Letter set forth in Exhibit E, attached hereto and incorporated herein.

If the State exercises the option to renew, the provisions of the Option Letter shall become part of and incorporated into the original contract. The total duration of this Price Agreement, including the exercise of any options under this clause, shall not exceed 3 years.

5.2 Placing Orders. Orders may be placed in accordance with the terms of this Price Agreement during the period specified above. Orders must be placed pursuant to this Price Agreement at any time prior to the expiration date of this Price Agreement (as may be amended through an Option Letter), but may have a delivery date or performance period no later than 120 days past the expiration date of this Price Agreement. The Contractor is reminded that financial obligations of the State of Colorado and political subdivisions payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

5.3 Order Terms. Notwithstanding the expiration or termination of this Price Agreement, the Contractor agrees to perform in accordance with the terms of any Orders then outstanding at such expiration or termination. The Contractor shall not honor any Orders placed after the expiration or notice of termination of this Price Agreement, or otherwise inconsistent with its terms. Orders from any indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Price Agreement may not be placed after the expiration or notice of termination of this Price Agreement.

5.4 Additional Price Agreements. If the State exercises the option to renew, and if the State

determines that additional vendors are needed to meet increased demand for IT staff augmentation services, a new round of competition for additional contractors may be held. Such new solicitations shall be open to all potential new vendors and to original awarded vendors seeking to qualify for additional categories.

5.5 Additional Positions. The State also may add, delete, or modify positions, as deemed appropriate by the State, without re-soliciting responses. The State shall provide a defined position description for each added position, and all current Price Agreement vendors will be asked to submit price ranges for the position requested. In the event positions are added, deleted or modified, the State shall issue a change order to describe additional positions, in the form included as Exhibit H.

6. PAYMENT AND PRICING.

6.1 Rates. The price for products and services provided by Contractor pursuant to this Price Agreement shall be stated as a firm, fixed price using Price Agreement rates set forth in Exhibit B, or as a not-to-exceed ceiling amount for services ordered on an hourly basis at the rates set forth in Exhibit B, attached hereto and incorporated herein. Unless otherwise specified in the Order, payments will be made based on the monthly submission of statements detailing the dates, quantity, and description of services performed and/or products delivered and accepted. Incorrect payments to the Contractor due to omission, error, or fraud may be recovered from the Contractor by deduction from subsequent payments under Orders or from other contracts or purchase orders between the Ordering Entity and the Contractor. The State may pursue other remedies available.

6.2 Renewal of Agreement. In the event the State exercises the option to renew this Price Agreement, or amends any of its terms (including prices), and unless otherwise specified in the Order, the Contractor shall perform services in accordance with the terms of the Price Agreement in effect at the time of the Order, and invoice at the rates in the Price Agreement in effect at the time services are performed under the Order. If the parties have agreed to completion of a deliverable within an agreed not-to-exceed ceiling amount, unless otherwise agreed by the parties in writing, the Contractor shall be paid the fixed price stated in the Order or an agreed not-to-exceed ceiling amount at the rates in the Price Agreement in effect at the time the Order was placed.

6.3 Price Increases/Decreases.

6.3.1 All pricing shall remain firm for the first 12 months of the price agreement. Any request for a price increase shall be made in writing to the State at least 30 days prior to the proposed commencement dated of the requested increase and shall contain documentation and cost justification to justify the requested increase.

6.3.2 Unless otherwise limited in the Solicitation, requests for price increases, substantiated by verifiable vendor cost increases, shall be allowed only with the prior approval of the State. No more than one request in a 12-month period will be honored. However, if price increases for any item exceed what the State considers to be normal or expected, the State reserves the right to seek additional competition and/or buy those products from other sources. Failure to notify the State of price increases shall result in the vendor furnishing products at the original bid price.

6.3.3 Price agreement prices represent ceiling prices for the supplies and services priced in this price agreement. The awarded vendor shall report to the State any price reduction discount, or other more favorable terms offered to any Ordering Entity, and the awarded vendor agrees to apply such reductions, discounts negotiate or other more favorable terms and conditions to future awards. The awarded vendor shall make available to other Ordering Entities under this Price Agreement price reductions attributable to other than volume discounts or "spot" promotional discounts and such pricing automatically shall be extended to this Price Agreement.

6.4 Discount. Any applicable cash discount period will start from the date of receipt of an acceptable invoice by an authorized agency representative, or from the date of receipt of acceptable products or services at the destination specified in the Order, whichever is later.

6.5 Delinquent Payments. Colorado State law and regulations provide that vendors will be paid by State Agencies within forty-five (45) days after receipt of products or services and a correct notice of amount due, unless otherwise agreed to by special conditions specified in the Order. A State Agency liability not paid within forty-five (45) days is considered delinquent and, unless otherwise agreed to, interest on the unpaid balance shall be paid beginning with the forty-sixth (46th) day at the rate of one percent (1%) per month on the unpaid balance until paid in full. A liability shall not arise if a good faith dispute exists as to the agency's obligation to pay all or a portion of the liability. Awarded vendors shall invoice a State Agency separately for interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of days' interest to be paid, and the applicable interest date. (Section 24-30-202(24), C.R.S., as amended.)

6.6 Billing. Invoices for services shall be submitted to the Ordering Entity for payment, at the address set forth on the Purchase Order submitted by the Ordering Entity. Invoices must clearly show the position(s), billing rate(s), and Purchase Order number covered by the invoice. All invoicing/billing shall follow the format specified by the Ordering Entity.

6.6.1 Vendor shall reference employee identifier numbers on all invoices.

6.6.2 Vendor shall maintain a toll free or local phone number and email address for statewide Ordering Entity inquiries on billing issues.

6.6.3 The terms and conditions on any invoices, vendor time sheets, or other forms, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect and shall not bind the State of Colorado, any Ordering Entity or any of their respective employees. The rights and obligations of the vendor, the State of Colorado and each Ordering Entity shall be governed solely by the terms and conditions of this Price Agreement. The signature of an employee or an authorized representative of the State of Colorado or any Ordering Entity on vendor's forms shall be effective only to establish receipt of services and does not constitute acceptance.

6.6.4 The failure by an awarded vendor to comply with this section 6.6 shall be a material breach of this Price Agreement and shall result in the immediate cancellation of such awarded vendor's Price Agreement by the State.

6.7 Invoice payment by Credit Card. In addition to traditional methods of payment, the Contractor shall accept the State of Colorado Purchasing Card as an acceptable payment method for invoices.

6.8 Compensation. Payment for completed supplies delivered and accepted by the Ordering Entity and for services performed and accepted by the Ordering Entity shall be at the Order price. The Ordering Entity may withhold amounts due to the Contractor as the Ordering Entity procurement officer deems to be necessary to protect the Ordering Entity against loss because of outstanding liens or claims of former lien holders and to reimburse the Ordering Entity for the excess costs incurred in procuring similar goods and services.

7. **INSPECTION AND ACCEPTANCE**. The Ordering Entity reserves the right to inspect (i) services performed under an Order at all reasonable times and places during the term of the Order and (ii) products delivered pursuant to an order upon receipt thereof. If any of the services or products does not conform to Price Agreement or Order requirements, the Ordering Entity may reject nonconforming products or require

the Contractor to perform the services again or deliver conforming products in conformity with Price Agreement and Order requirements, at no additional cost to the Ordering Entity. If the Ordering Entity elects to accept nonconforming tender, or when defects in quality or quantity of services or products cannot be corrected by re-performance or re-delivery, the Ordering Entity may (1) require the Contractor to take necessary action to insure that future performance and products conform with Price Agreement and Order requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed or product delivered. These remedies in no way limit the remedies otherwise available to the Ordering Entity pursuant to this Price Agreement or the Order or remedies otherwise available at law or in equity.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS. The Contractor represents, warrants and covenants that in providing products and deliverables and performing services pursuant to the terms of the Price Agreement and any Order:

8.1 The Contractor shall strictly comply with the descriptions and representations as to the services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear in the Price Agreement and the Order and the Contractor and its employees shall perform the services in a timely manner;

8.2 In addition to any express and implied warranties provided to the State or any Ordering Entity under law or under other provisions of this Price Agreement or any Order, the Contractor hereby expressly warrants that the services to be performed hereunder shall be performed in a workmanlike manner, subject to the supervision and instructions provided by the Ordering Entity, and that all work performed pursuant to an Order shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time the services are provided;

8.3 The Contractor's products, if any, will conform to generally applicable standards in the industry and the Contractor shall use only new standard parts and materials or parts and materials equal in performance to new parts and materials, unless otherwise agreed to in writing by the Ordering Entity;

8.4 The services performed by the Contractor shall comply with all applicable laws, rules or regulations, and the Contractor shall obtain all permits and licenses required to comply with such laws and regulations;

8.5 The services shall not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights or any Intellectual Property rights;

8.6 The Contractor is the lawful owner or licensee of all software, hardware, methods, methodologies and any pre-existing Intellectual Property used in the performance of the services or delivery of the products contemplated hereunder and the Contractor has the right to grant the Ordering Entity access to or use of such software, hardware, methods, methodologies and intellectual property;

8.7 With respect to any Contractor personnel designated as "key personnel", the assignment of Contractor personnel to perform the services will be continuous throughout the term of completion of any Order, except where such personnel are unable to perform, including but not limited to illness or termination of employment. The Contractor shall ensure that equally qualified persons are proposed as replacements when workers leave. The Ordering Entity shall have the right to approve any proposed replacement personnel;

8.8 The Contractor shall assign to the Ordering Entity all manufacturers' warranties for hardware, software and other materials furnished to the Ordering Entity by the Contractor;

8.9 The Contractor shall screen all of Contractor's employees supplied to the Ordering Entity to ensure that all such employees are fully qualified to perform the services, and if required by law or ordinance, are validly licensed and/or have obtained all requisite permits to perform such services for the Ordering

Entity. The Contractor shall be responsible for obtaining all permits and licensing required by the State at all locations where performing services. The Contractor shall maintain current status of such required permits and licenses throughout the term of each Order. The Contractor's personnel designated for a service category must have all current certifications required by such category.

8.10 All deliverables provided pursuant to an Order shall interface, integrate and be functionally compatible with and shall perform on any and all of the Ordering Entity's hardware and software configuration(s) as provided in the specifications of the Order; and

8.11 All software and hardware deliverables and any update or revision to any of the software and hardware deliverables shall be free from defects and shall meet all specifications set forth in the Order and any documents referenced therein.

8.12 The Contractor warrants that the deliverables, as defined in the Order, shall perform the functions substantially as described in the Order, for a period of one (1) year after delivery to and acceptance by the Ordering Entity.

8.13 All equipment and supplies furnished under the Order shall be free from defects in materials or workmanship, shall be installed properly and in accordance with manufacturer's recommendations or other industry standards, and shall function in a failure-free manner for a period of one (1) year from the date of installation by the Contractor and acceptance by the Ordering Entity.

8.14 The Contractor, without charge to the Ordering Entity, shall correct any and all defects and make any additions, modifications or adjustments to any of the deliverables or any update or revision to any software deliverables as may be necessary to keep the deliverables in operating order in accordance with specifications at all times during the applicable warranty period.

9. TAX EXEMPT STATUS.

9.1 State Agencies. State Agencies generally are tax-exempt and are not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The State of Colorado's FEIN # is 84-730123K. The State of Colorado's tax exemption number is 98-02565. The State of Colorado also is not liable for any franchise taxes or taxes related to the income of the Contractor. No taxes of any kind shall be charged to the State of Colorado or any State Agency. The Contractor is hereby notified that when materials are purchased for the benefit of State Agencies, some political subdivisions require the vendor to pay sales or use taxes even though the ultimate product or service is provided to the State of Colorado. These sales or use taxes shall not be reimbursed by the State Agencies, and prices or rates in this Price Agreement shall not be adjusted on account of such taxes.

9.2 Political Subdivision. The Contractor will accord the same tax-free treatment to any Colorado political subdivision to the extent that they establish like exemption from taxes.

10. REPORTING. The Contractor will submit quarterly volume reports as specified in the Solicitation.

10.1 Quarterly Volume Reports. The Contractor shall deliver quarterly reports to the State 15 calendar days after the end of each calendar quarter, using the State of Colorado price agreement quarterly volume report attached hereto as Exhibit F and incorporated herein. This is a mandatory requirement and the State, in its sole discretion, may terminate this Price Agreement if the Contractor fails to provide such reports in accordance with the terms and conditions of this Price Agreement. Quarterly volume reports shall contain the following information:

10.1.1 Total dollar sales and savings, including total amounts by Procurement Card, for IT staff augmentation services delivered to Ordering Entities, with State agencies, institutions of higher education, and political subdivisions noted separately.

10.1.2 Supporting documentation for the price agreement quarterly volume report, identifying total IT staff augmentation services delivered to State agencies, institutions of higher education, and political subdivisions, with separate categories for agency, Project name, position description, and hours and dollars invoiced for the period, noted on the State of Colorado price agreement supporting documentation volume detail report found in Exhibit G, attached hereto and incorporated herein, unless an alternative report format is proposed by the Contractor and approved by the State.

10.1.3 The State, in its sole discretion, shall have the right to modify the quarterly volume report requirements.

10.1.4 The State, in its sole discretion, may terminate this Price Agreement if the Contractor fails to provide such reports in accordance with the terms and conditions of this Price Agreement. In addition, the Contractor's failure to submit volume reports as required hereunder may impact future eligibility of the Contractor to compete for State price agreements.

10.2 Detailed Reports. If requested, the Contractor also shall provide detailed reports to any State agency, institution of higher education, or political subdivision eligible to be an Ordering Entity under this Price Agreement.

11. COMMUNICATIONS. With respect to Orders placed by Ordering Entities, all communications, including reports, notices, and advice of any nature, concerning the administration of Orders placed under this Price Agreement, shall be furnished solely to the procurement officer within the Ordering Entity's purchasing office, or such other individual identified in writing in the Order.

11.1 Notice of vendor contact changes. The Contractor shall notify the State immediately of any changes to the Contractor's contact information, including but not limited to point of contact individuals, company address, phone numbers, and email addresses.

11.2 BIDS Registration. The Contractor shall maintain registration on Colorado BIDS throughout the term of this Price Agreement.

12. CONFIDENTIALITY. In the event the Contractor or its employees shall obtain access to any confidential information, records or files of an Ordering Entity in connection with the performance of its obligations under this Price Agreement or any Order placed pursuant to this Price Agreement, the Contractor shall keep such records, files, and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the Ordering Entity. "Confidential information, records or files" shall not include information which the Ordering Entity has identified, in writing, as non-confidential or information which at the time of disclosure has entered the public domain by having been printed and published and widely available to the public, e.g., information in public libraries or repositories. The Contractor shall notify its employees in writing that they are subject to the confidentiality requirements set forth above.

12.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law 104-191 governs the exchange of certain health data and the privacy and security of certain health information. Any work performed by the Contractor pursuant to any Order issued under this Price Agreement shall be performed in compliance with the Health Insurance Portability and Accountability Act of 1996, if applicable.

12.2 The Contractor shall comply with HIPAA standards and processes as identified by the Ordering Entity.

12.3 For individual orders, the Ordering Entity may require the Contractor's employees to enter into confidentiality agreements to obtain access to Ordering Entity information or for other purposes as defined

by the Ordering Entity.

13. FACILITIES AND/OR PROPERTY FURNISHED BY THE ORDERING ENTITY.

13.1 The Ordering Entity shall deliver to the Contractor, for use in connection with and under the terms of the Order, the facilities or property described in the Order, together with any related data and information requested by the Contractor and reasonably required for the intended use of the facilities or property (hereinafter referred to as "government-furnished property").

13.2 The Ordering Entity and its employees and designees shall have access, at all reasonable times, to the premises in which any government-furnished property is located for the purpose of inspecting the government-furnished property. The Contractor shall maintain an inventory and accountability system acceptable to the Ordering Entity and mark or tag the government-furnished property in accordance with reasonable procedures of the Ordering Entity.

13.3 Unless otherwise provided in the Order, the Contractor shall assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, government-furnished property upon its delivery to or use by the Contractor. However, the Contractor shall not be responsible for reasonable wear and tear to government-furnished property properly consumed in performing the Order.

13.4 Upon completing the Order, or at such earlier dates as may be specified in writing by the Ordering Entity, the Contractor shall submit, in a form acceptable to the Ordering Entity, inventory schedules covering all items of government-furnished property not consumed in performing the Order or delivered to the Ordering Entity. Upon completion of the Order or as such other time as may be specified in writing by the Ordering Entity, the Contractor shall prepare government-furnished property for shipment, delivery f.o.b. destination, or dispose of the government-furnished property as directed or authorized by the Ordering Entity. The net proceeds of any such disposal shall be credited to payment due under the Order or shall be paid to the Ordering Entity as it may direct. If the State allows the Contractor to submit a credit of payment due for disposal of government-furnished property, the Contractor shall provide the State adequate documentation of the costs related to such disposal.

14. INTELLECTUAL PROPERTY RIGHTS OF ORDERING ENTITY. Any Intellectual Property products delivered to an Ordering Entity under an Order shall be the exclusive property of the Ordering Entity. Any software, research, reports, studies, data, manuals, photograph, negatives or other documents, drawings or materials ("work") prepared by the Contractor in the performance of its obligations under an Order shall be the exclusive property of the Ordering Entity and all such materials shall be delivered to the Ordering Entity by the Contractor upon completion, termination or cancellation of the Order. The Contractor hereby assigns to the Ordering Entity any and all rights title and interest it may have in and to the work performed pursuant to this Price Agreement or any Order and agrees to cooperate with and assist the Ordering Entity in applying for and executing any applications and/or assignments reasonably necessary to obtain a patent or copyright thereon. The Contractor shall not use, willingly allow, or cause to have such work used for any purpose other than the performance of the Contractor's obligations under the Order without the prior written consent of the Ordering Entity. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

15. DATA AND DOCUMENT DELIVERABLES.

15.1 Unless otherwise specified, the Contractor shall deliver, by the dates specified in the Order scope of work, the data and documents required therein. Unless otherwise specified, software documentation delivered to and Ordering Entity shall meet the following standards:

15.1.1 The documentation shall be in paper, human readable format, which clearly identifies the programming language and version used, and when different programming languages are incorporated, identifies the interfaces between code programmed in different programming languages;

15.1.2 The documentation shall contain source code in a paper, human readable format, which describes the program logic, relationship between any internal functions, and identifies the disk files that contain the various parts of the code;

15.1.3 Detailed "commenting" of source code may be used to partially satisfy the documentation requirements, although documentation shall also include a flow chart that identifies the program flow between files and functions. Comments may be used to document internal flow control in functions;

15.1.4 Files containing the source code shall be delivered, or may be left on the host machine so long as the files and their location are identified, and their significance to the program described, in the documentation; and

15.1.5 Documentation shall describe error messages and the location in the source code, by page, line number, or other suitable identifier, where the error message is generated.

15.2 Documentation shall be written so persons reasonably proficient in the use of the program language involved can efficiently use the documentation to understand the program structure, iterative and other control techniques, and decipher error messages should they occur. The Contractor warrants that the delivered software shall be sufficiently descriptive to enable maintenance and modification of the software to permit change to addresses and telephone numbers in computer generated documentation, addition of fields to the database, revisions of report formats, including breakpoints and summary computations.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

16.1 The Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against the State of Colorado or an Ordering Entity alleging that the use by the Ordering Entity of any product(s), or any part thereof, supplied by the Contractor under this Price Agreement or any Order constitutes infringement of any patent, copyright, trademark, or other proprietary rights; provided, that the State of Colorado or Ordering Entity gives the Contractor written notice within twenty (20) days of receipt by the State of Colorado or such Ordering Entity of claim or suit, provides reasonable assistance and cooperation to the Contractor in connection with such action, and the Contractor has sole authority to defend or settle the claim for money damages only. A proposed settlement requiring the State of Colorado or an Ordering Entity to act or refrain from action shall require the prior written approval of the State of Colorado or Ordering Entity. The Contractor shall consult the State of Colorado or Ordering Entity regarding such defense and the State of Colorado or Ordering Entity may, at its discretion and expense, participate in any defense. Should the State of Colorado or Ordering Entity not choose to participate, the Contractor shall keep the State of Colorado or Ordering Entity advised of any settlement or defense. In the event the Contractor fails to vigorously pursue the defense and/or settlement of such claim, the State of Colorado or Ordering Entity may assume the defense and settlement thereof and the Contractor shall be liable for all costs and expenses incurred by the State of Colorado or Ordering Entity in the pursuit thereof.

16.2 The Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify the State of Colorado or Ordering Entity for all liability incurred by the State of Colorado or Ordering Entity as a result of such infringement. The Contractor shall pay all reasonable out-of-pocket costs and expenses, including attorneys' fees, court costs and other legal expenses, and damages finally awarded by a court of competent jurisdiction or agreed to by the Contractor regarding such claims or suits.

16.3 If the product(s), or any part thereof, become the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the product(s), or any part thereof, infringes any patent, trademark or copyright, or if the sub-license or use of

the product(s), or any part thereof, is enjoined, the Contractor, after consultation with the Ordering Entity, shall do one of the following at the Contractor's expense: (i) produce for the Ordering Entity the right under such patent, trademark or copyright to use or sub-license, as appropriate, the product or such part thereof; or (ii) replace the product(s), or part thereof, with other suitable products or parts conforming to the original license and Ordering Entity specifications; or (iii) suitably modify the products, or part thereof. Except as otherwise expressly provided herein, the Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.

16.4 The Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon: (i) the use of an altered release if the Contractor had not consented to the alteration, or (ii) the combination, operation or use of the product(s) with programs or data which were not furnished by the Contractor, if such infringement would have been avoided if the programs or data furnished by persons or entities other than the Contractor had not been combined, operated or used with the product(s), or (iii) the use of product(s) on or in connection with equipment or software not permitted under this Price Agreement or any Order, if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.

17. BREACH OF SECURITY OF STATE DATA

17.1 Protection. If the Contractor provides physical or logical storage, processing or transmission of confidential or sensitive data of the State of Colorado or any of its State Agencies or political subdivisions as set forth under any Order or exhibits thereto, the Contractor shall provide physical and logical protection for the Ordering Entity's hardware, software, applications and data that meet or exceed industry standards and requirements as set forth in such Order and exhibits attached thereto. The Contractor shall provide the Ordering Entity with access, subject to the Contractor's reasonable access security requirements, seven (7) days a week, 24 hours a day, for the purpose of inspecting and monitoring access and use of such data, maintaining Ordering Entity systems, and evaluating physical and logical security control effectiveness.

17.2 Breach of Security. The Contractor shall be responsible for the security of all information provided to it by the Ordering Entity. For the purposes of this Price Agreement and each Order, a "Breach of Data Security" means the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, or integrity of information used or maintained by the Contractor in conjunction with this Price Agreement and each Order. If the Contractor becomes aware of a Breach of Data Security, it shall notify the Ordering Entity immediately and cooperate with the Ordering Entity regarding recovery, remediation, and the necessity to involve law enforcement, if any. The Contractor shall be responsible for the cost of notifying each Colorado resident whose personal information may have been compromised. Notice shall be made as soon as possible within the legitimate needs of law enforcement and according to the requirements of the Ordering Entity. The Contractor shall be responsible for performing an analysis to determine the cause of the breach, and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future. The Contractor shall present such analysis and remediation plan to the Ordering Entity within 10 days of notifying the Ordering Entity of the Breach of Data Security. The Ordering Entity reserves the right to adjust this plan, in its sole discretion. In the event that the Contractor cannot produce the required analysis and plan within the allotted time, the Ordering Entity, in its sole discretion, may perform such analysis and produce a remediation plan, at the Contractor's cost.

17.3 Liability. Notwithstanding any other provision of this Price Agreement or any Order, the Contractor shall be liable to the Ordering Entity for all consequential and incidental damages arising from a Breach of Data Security.

18. **REMEDIES**. In addition to any other remedies provided for in the Solicitation, this Price Agreement or the Order, and without limiting remedies otherwise available at law, an Ordering Entity may exercise the remedial actions set forth in this Section if the Contractor substantially fails to satisfy or perform the duties and obligations in the Price Agreement or the Order. "Substantial failure to satisfy or perform" shall mean significant insufficient, incorrect, improper performance, activities, or inaction by the Contractor.

18.1 Suspend the Contractor's performance pending necessary corrective action as specified by the Ordering Entity without the Contractor's entitlement to adjustment in price/cost or schedule; and/or

18.2 Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

18.3 Request the removal from work on the Order of employees or agents of the Contractor whom the Ordering Entity reasonably determines to be incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on Order is contrary to the public interest; and/or

18.4 Deny payment for those services or obligations which have not been performed and which, due to circumstances caused by the Contractor, cannot be performed or if performed would be of no value to the Ordering Entity. The amount of the denial must be reasonably related to the amount of work or performances lost to the Ordering Entity; and/or

18.5 Terminate the Order for default.

The above remedies are cumulative and the Ordering Entity, in its sole discretion, may exercise any or all of them individually or simultaneously.

19. TERMINATION FOR THE PUBLIC INTEREST.

19.1 Price Agreement. This Price Agreement may be terminated by either the State or the Contractor upon sixty (60) days prior written notice. Such notice shall be effective upon receipt of notice. Upon notice of termination, no Orders shall be accepted by the Contractor with performance periods extending beyond the effective date of termination. However, subject to the right of the Ordering Entity to terminate, or as otherwise agreed between the parties, the Contractor shall perform all of its obligations consistent with this Price Agreement for Orders in effect on the effective date of the termination.

19.2 Orders. Unless otherwise agreed, the procurement officer within an Ordering Entity's purchasing office or such other individual identified in writing in the Order, when the interests of the Ordering Entity so require, may terminate any Order, in whole or in part, for the public interest of the Ordering Entity. The procurement officer shall give at least twenty (20) days written notice of the termination to the Contractor specifying the part of the Order terminated and when termination becomes effective. This in no way implies that the Ordering Entity has breached the Order by exercise of the termination for the public interest section.

19.2.1 The Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified on the date set in the notice of termination. The Contractor shall complete and deliver to the Ordering Entity any work not terminated by the notice of termination.

19.2.2 The Contractor shall be entitled to compensation as follows:

19.2.2.1 The Contractor shall submit a termination claim specifying the amounts due because of the termination for the public interest together with cost or pricing data bearing on such claim. If the Contractor fails to file a termination claim within 90 days from the effective date of termination, the procurement officer may pay the Contractor, if at all, an amount set in accordance with subsection c in this section;

19.2.2.2 The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data and that the settlement does not exceed the total Order price plus settlement costs, reduced by payments previously made by the Ordering Entity, the proceeds of

any sales of supplies and manufactured materials made under the Order, and the Order price of the work not terminated;

19.2.2.3 Absent complete agreement under subsection b of this subsection, the procurement officer shall pay the Contractor the following amounts, provided payments agreed to under subsection b shall not duplicate payments under this subsection;

a. Price Agreement prices or rates for products delivered and accepted or services performed and accepted under the Order, and to the extent that the Contractor has specified cancellation or termination charges, those charges, but to the extent that it has not, the costs in clauses (2) and (3);

b. Costs incurred in performing services at the agreed unit price where work has been priced as a not-to-exceed to lump sum price for a completion deliverable;

c. The reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of the termination claims and supporting data with respect to the terminated portion of the Order, together with reasonable storage, transportation, and other costs incurred in connection products shipped and not accepted by the Ordering Entity. The total sum to be paid the Contractor under these subparagraphs (1), (2), and (3) shall not exceed the total Order price reduced by the amount of payments otherwise made, and the Order price of work not terminated;

d. Costs claimed or agreed to under this section shall be in accordance with the Colorado Procurement Code.

20. TERMINATION FOR DEFAULT.

20.1 Price Agreement. The State may terminate this Price Agreement for default by the Contractor, and such termination shall be governed by this provision. If the Contractor refuses or fails to timely perform any of its obligations under this Price Agreement, with such diligence as will ensure completion within the time specified in this Price Agreement, the State may notify the Contractor in writing of the non-performance, and if not corrected with ten (10) days of receipt of such notice, the State may terminate the Contractor's right to proceed with the Price Agreement or such part of the Price Agreement as to which there has been delay or a failure to properly perform. Upon notice of termination, no additional Orders may be accepted by the Contractor. The State, in consultation with each Ordering Entity having an Order in effect on the effective date of termination, shall determine if such Order shall terminate simultaneously with the Price Agreement or if the Contractor shall continue to perform its obligations under such Order, consistent with the Price Agreement in effect on the effective date of the termination. The termination of an Order for default by an Ordering Entity, at the sole discretion of the State, may be deemed to be a default under this Price Agreement governed by this provision.

20.2 Orders. The Ordering Entity, through its designated procurement officer or other authorized representative may terminate an Order for default by the Contractor, and such termination shall be governed by this provision. If the Contractor refuses or fails to timely perform any of its obligations under an Order, with such diligence as will ensure completion within the time specified in such Order, the procurement officer or authorized representative may notify the Contractor in writing of the non-performance, and if not corrected with ten (10) days of receipt of such notice, such officer or representative may terminate the Contractor's right to proceed with the Order or such part of the Order as to which there has been delay or a failure to properly perform. The Contractor shall continue performance of the Order to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

20.2.1 Notwithstanding termination of the Order and subject to any directions from the procurement officer or authorized representative, the Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of the Contractor in which the Ordering Entity has an interest.

20.2.2 Payment for completed products delivered and accepted by the Ordering Entity and for services performed and accepted by the Ordering Entity shall be at the Order price. The Ordering Entity may withhold amounts due to the Contractor as the procurement officer or authorized representative deems to be necessary to protect the Ordering Entity against loss because of outstanding liens or claims of former lien holders and to reimburse the Ordering Entity for the excess costs incurred in procuring similar goods and services.

20.3 Excuse for Nonperformance or Delayed Performance. The Contractor shall not be in default by reason of any failure in performance of its obligations under this Price Agreement or any Order in accordance with its terms if such failure arises out of acts of God; acts of the public enemy; acts of the any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. Upon request of the Contractor, the State or the Ordering Entity's procurement officer, as appropriate, shall ascertain the facts and extent of such failure, and, if the State or such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of this Price Agreement or such Order, the delivery schedule shall be revised accordingly, subject to the rights of the State or the Ordering Entity, as appropriate.

20.4 Erroneous Termination for Default. If after notice of termination of the Contractor's right to proceed under the provisions of this section, the State determined for any reason that the Contractor was not in default under the provisions of this section, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for the public interest section.

21. INSURANCE.

21.1 Standard Insurance Requirements.

21.1.1 Insurance. The Contractor shall obtain, and maintain at all times during the term of this Price Agreement, insurance in the following kinds and amounts:

- a. Workers' Compensation Insurance as required by state statute and Employer's Liability Insurance with minimum limits of \$100,000 each occurrence, \$300,000 general aggregate covering all of the Contractor's employees acting within the course and scope of their employment.
- b. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 1. \$1,000,000 each occurrence;
 2. \$1,000,000 general aggregate;
 3. \$1,000,000 products and completed operations aggregate; and
 4. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

- c. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- d. Professional Liability Insurance with minimum limits of liability of not less than \$1,000,000.00.
- e. Software/Consultants E&O with minimum limit of \$1,000,000 claims made.

21.1.2 The State of Colorado, Division of Finance and Procurement, State Purchasing Office shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the Contractor will be primary over any insurance or self-insurance program carried by the State of Colorado.

21.1.3 The insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.

21.1.4 The Contractor will require all insurance policies in any way related to the Price Agreement or any Order and secured and maintained by the Contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

21.1.5 All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

21.1.6 The Contractor shall provide certificates showing insurance coverage required by the Price Agreement to the State within seven (7) business days of the effective date of this Price Agreement, but in no event later than the commencement of the services or delivery of the goods under an Order. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of the Price Agreement, the State may request in writing, and the Contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

21.1.7 Notwithstanding subsection A of this section, if the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act C.R.S., 24-10-101, et seq., as amended ("Act"), the Contractor shall at all times during the term of this Price Agreement maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the Contractor shall show proof of such insurance satisfactory to the State.

21.2 Additional Requirements. An Ordering Entity may require other insurance types or limits.

22. LICENSES, PERMITS, AND RESPONSIBILITIES. The Contractor certifies that, at the time of entering into this Price Agreement, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc., required to properly perform the services and/or deliver the supplies covered by this Price Agreement. The Contractor warrants that it will maintain all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform Orders under this Price Agreement, without reimbursement by the Ordering Entity or other adjustment in price. Additionally, all employees of the Contractor performing services shall hold the required licenses or certifications, if any, to perform their responsibilities. The Contractor further certifies that, if a foreign corporation or other entity, it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or nonrenewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for the Contractor to properly perform this Price Agreement or Orders under this Price Agreement, shall be grounds for termination of this Price Agreement for default.

23. GOVERNMENTAL IMMUNITY. Notwithstanding any other provision of this Price Agreement or any Order to the contrary, no term or condition of this Price Agreement or any Order shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that the liability of the State of Colorado, the State Agencies and political subdivisions for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, *et seq.*, C.R.S., as now or hereafter amended and the risk management statutes, Section 24-30-1501, *et seq.*, C.R.S., as now or hereafter amended. Any liability of the State of Colorado, the State Agencies or political subdivisions created under any other provision of this Price Agreement, whether or not incorporated herein by reference, shall be controlled by, limited to, and otherwise modified so as to conform with, the above cited laws.

24. ASSIGNMENT AND SUCCESSORS. The Contractor agrees not to assign rights or delegate duties under this Price Agreement or Orders placed under this Price Agreement, or subcontract any part of the performance required under this Price Agreement or Orders (other than subcontractors identified in the Contractor's Proposal), without the express, written consent of the State, in the case of this Price Agreement, and the Ordering Entity, in the case of an Order. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by Section 4-9-318, C.R.S.; provided that, in the case of State Agencies, written notice of assignment adequate to identify the rights assigned is received by the controller for the agency, department, or institution executing such Order. Such assignment shall not be deemed valid until receipt by such controller -- as distinguished from the Colorado State Controller -- and the Contractor assumes the risk that such written notice of assignment is received by the controller for the State Agency involved.

25. AUDIT AND RECORDKEEPING. The awarded vendor shall permit the State or any other duly authorized agent of the State or the Federal government to audit, inspect, examine, excerpt, copy and/or transcribe the Contractor's records during the term of this Price Agreement and for a period of one (1) year following termination of this Price Agreement or final payment under all Orders placed hereunder, whichever is later, to assure compliance with the terms hereof. The awarded vendor shall retain records concerning Orders and pricing for a sufficient period of time to permit the State to exercise its audit right under this paragraph.

26. SEVERABILITY. To the extent that this Price Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of this Price Agreement, the terms of the Price Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. Any Order placed by any Ordering Entity pursuant to this Price Agreement shall be severable, and the State shall not be a party to any such Order.

27. WAIVER. The waiver of any breach of a term, provision, or requirement of this Price Agreement or of any Order shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

28. ENTIRE UNDERSTANDING. This Price Agreement is intended as the complete integration of all understandings between the Contractor and the State. No prior or contemporaneous addition, deletion, or other amendment thereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to Colorado State Fiscal Rules.

29. SURVIVAL OF CERTAIN TERMS. Notwithstanding anything herein to the contrary, the parties understand and agree that certain terms and conditions of this Price Agreement may require continued performance, compliance, or effect beyond the termination date of this Price Agreement, and Orders placed under this Price Agreement, and such terms and conditions, shall survive such expiration or termination of

such Orders and this Price Agreement and shall be enforceable by the State or an Ordering Entity in the event of failure to perform or comply by the Contractor.

30. VENUE. Unless otherwise agreed, venue for any action related to performance of this Price Agreement or any Order issued by a State Agency shall be the City and County of Denver.

31. PRIORITY OF INTERPRETATION. The provisions of this Price Agreement shall govern the relationship of the State and the Contractor and the Ordering Entities issuing Orders pursuant to this Price Agreement. In the event of conflicts or inconsistencies between this Price Agreement, the Orders and their exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the Special Provisions incorporated within this Price Agreement; second, terms and provisions of an Order issued by a political subdivision, which are specifically identified in this Price Agreement as taking precedence over the terms and provisions herein; third, the remaining terms and provisions of this Price Agreement; fourth, the remaining terms and provisions of the Order; fifth, the Solicitation; and sixth, the Proposal.

32. NOTICE. All notices required to be given by the parties hereunder shall be hand delivered or sent by certified or registered mail to the individuals at the addresses set forth below. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

For the Contractor:

Streffco Consultants, Inc.
8480 E. Orchard Rd., Suite 4400
Denver, CO 80111
Attention: Randal P. Streff
Office phone: 303-773-9500, x11
Mobile: 303-359-0359
Email: randy@streffco.com

For the State:

State of Colorado
Department of Personnel & Administration
State Purchasing Office
Denver, Colorado 80202
Attn: Christine Oberman, C.P.M., CPPB
(303) 866-6146
email: christine.oberman@state.co.us

33. MODIFICATION AND AMENDMENT. This Price Agreement is subject to such modifications as may be required by changes in Federal or state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Price Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Price Agreement shall be effective, unless agreed to in writing by both parties in an amendment to this Price Agreement, properly executed and approved in accordance with Colorado State Fiscal Rules and applicable law.

34. THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that (i) the enforcement of the terms and conditions of this Price Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Contractor and (ii) the enforcement of the terms and conditions of an Order issued pursuant to this Price Agreement and all rights of action related to such enforcement, shall be strictly reserved to the Contractor and the Ordering Entity of such Order. Nothing contained in this Price Agreement shall give or allow any claim or right of action whatsoever by any other person. It is the express intention of the State and the Contractor that any such person or entity, other than the State, the Contractor, or an Ordering Entity receiving services or benefits under this Price Agreement shall be deemed an incidental beneficiary only.

35. AUTHORITY. The Contractor warrants that it possesses the legal authority to enter into this Price Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Price Agreement and to bind the Contractor to its terms.

36. WAIVER. The waiver of any breach of a term, provision, or requirement of this Price Agreement or any Order shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

37. COOPERATION OF THE PARTIES. The Contractor and the State agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this Price Agreement. In connection herewith, the parties shall meet to resolve problems associated with this Price Agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.

38. ADMINISTRATIVE FEE. In the event the State is authorized by Colorado State laws, regulations, or policies to collect a fee for the administration of this Price Agreement, the State reserves the right to charge and collect an administrative fee not to exceed 1% of all agency sales, with 60 days prior written notice to the Contractor.

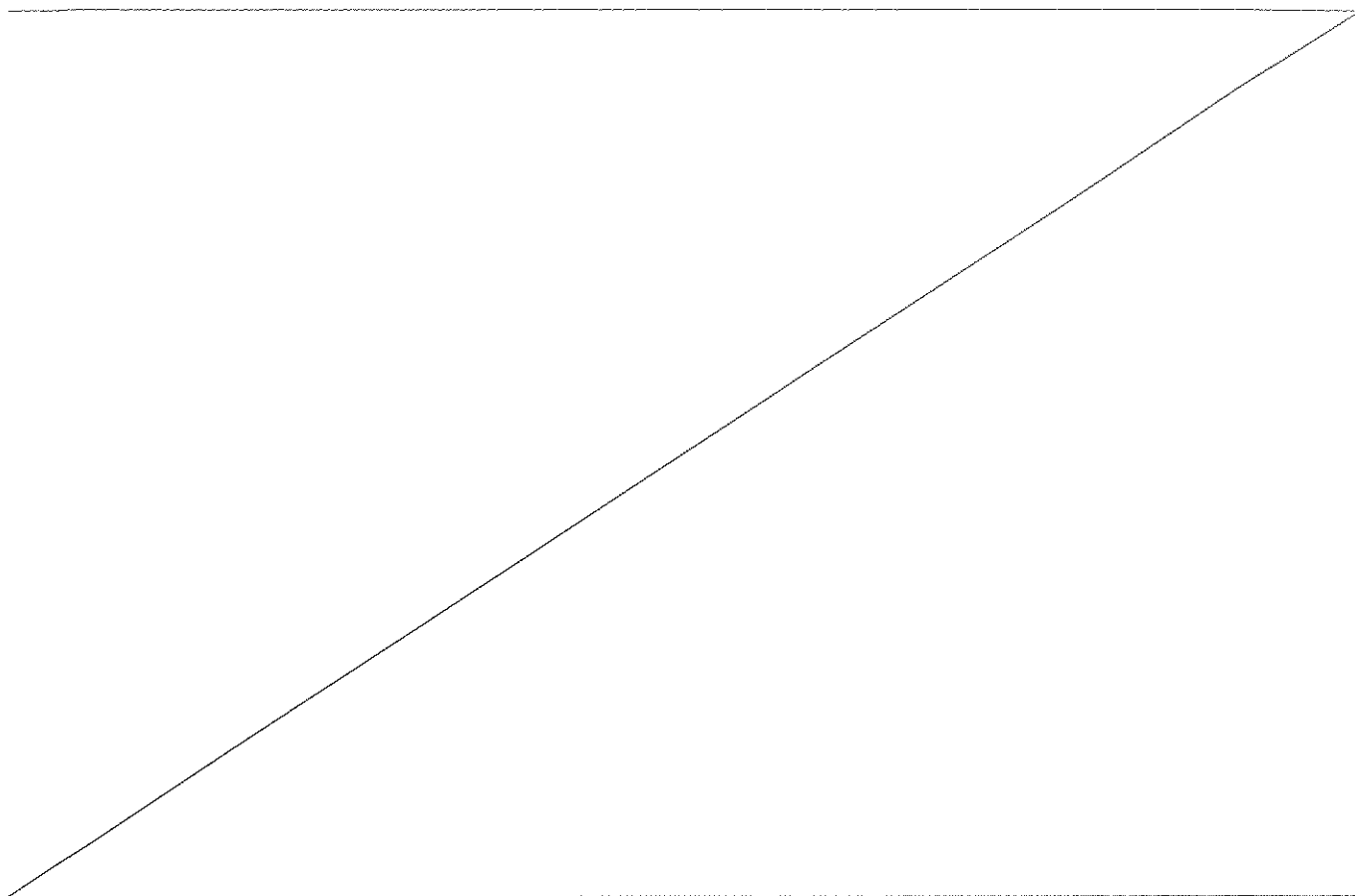
38.1 Administrative fees shall be calculated on total purchase volumes reported to the State in accordance with Section **10. REPORTING** of this Price Agreement and shall be paid to the Colorado State Treasurer by a check submitted to the State purchasing Agent responsible for this Price Agreement. Administrative fees shall be due 15 calendar days after the end of each calendar quarter.

38.2 Upon receipt of the State's notice of administrative fee charges, the Contractor may terminate this Price Agreement with 60 days written notice to the State, and such termination shall be governed by this provision. Such termination shall be effective within 30 days.

38.3 Following delivery of notice of termination to the State, the Contractor shall not accept additional Orders under this Price Agreement. The State, in consultation with each Ordering Entity having an Order in effect on the effective date of termination, shall determine if such Order shall terminate simultaneously with the Price Agreement or if the Contractor shall be required to continue to perform its obligations under such Order, consistent with the Price Agreement as in effect on the effective date of the termination.

38.4 Contractor's Duties. Notwithstanding termination of the Order and subject to any directions from the Ordering Entity procurement officer, the Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of the Contractor in which the Ordering Entity has an interest.

39. COLORADO SPECIAL PROVISIONS. The following Colorado Special Provisions, required by Fiscal Rule 3-1, 1 CCR 101-1, shall be applicable to this Price Agreement any Order placed by a State Agency and shall govern in the event of any conflict or inconsistency between the terms of any Order and this Price Agreement. With respect to paragraph 1 of the Special Provisions, approval of the Colorado State Controller or designee is not required for State of Colorado purchase orders issued against this Price Agreement by an authorized procurement officer of a State Agency.



SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

2. **FUND AVAILABILITY. CRS 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. **INDEMNIFICATION.** Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

[Applicable Only to Intergovernmental Contracts] 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, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

6. **CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4. [Not Applicable to Intergovernmental Contracts]** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has 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 paragraph, the State may exercise any remedy available at law or 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.

9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and 24-50-507. 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.

10. PUBLIC CONTRACTS FOR SERVICES. CRS 8-17.5-101. [*Not Applicable to Intergovernmental Contracts or 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 does not knowingly employ or contract with an illegal alien who will 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 certifies, warrants, and agrees that it (i) 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 Department program established pursuant to CRS 8-17.5-102(5)(c), (ii) will not use the E-Verify or Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed, (iv) notify the subcontractor and the contracting state agency within 3 days if the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, (v) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (vi) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b).

If Contractor chooses to comply using the Department program, Contractor shall affirm that Contractor has examined the legal work status of such employee, retained file copies of documents required by 8 U.S.C. § 1324a and shall provide a written, notarized copy of the affirmation to the contracting State agency or political subdivision. Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., may be cause for termination for breach and, if so terminated, contractor shall be liable for damages.

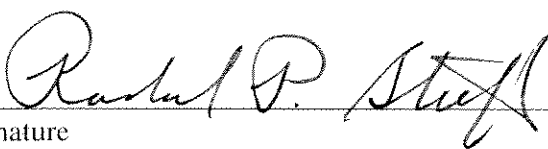
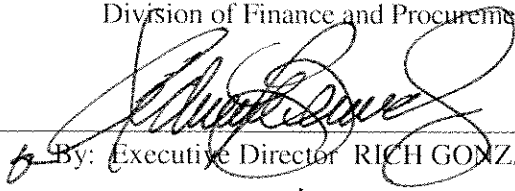
11. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS 24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised May 13, 2008

CONTRACT SIGNATURE PAGE


THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect and accept personal responsibility for any and all damages the State may incur for any errors in such representation.

CONTRACTOR: Streffco Consultants, Inc. Name: <u>Randal P. Streff</u> Title: <u>President</u>  Signature Date: <u>June 17, 2008</u> Name: Title: Signature Date: _____	STATE OF COLORADO Bill Ritter Jr., GOVERNOR Department of Personnel & Administration, Division of Finance and Procurement  By: <u>Executive Director RICH GONZALES</u> Date: <u>6/20/08</u> LEGAL REVIEW: By: _____ John W. Suthers, Attorney General Date: _____
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER David J. McDermott, CPA  By: _____ Date: <u>6/20/08</u>
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Revised 4/1/08