



STATE OF COLORADO

Department of State

ORDER		*****IMPORTANT*****	
Number:	PO,VAAA,202200009052	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.	
Date:	2/3/22	BILL TO	
Description:	VAAA, HAVA, The Idea Marketing, Paid Search Media Services	SECRETARY OF STATE 1700 BROADWAY #550 DENVER, CO 80290	
Effective Date:	02/03/22	SHIP TO	
Expiration Date:	05/31/22	SECRETARY OF STATE 1700 BROADWAY #550 DENVER, CO 80290	
BUYER		SHIPPING INSTRUCTIONS	
Buyer:	Janet Jones	Delivery/Install Date: -	
Email:	janet.jones@coloradosos.gov	FOB: FOB Dest, Freight Prepaid	
VENDOR			
IDEA MARKETING INC 2121 S ONEIDA ST STE 550 DENVER, CO 80224-2594			
Contact:	Haysel Hernandez		
Phone:	(303) 759-5902		
VENDOR INSTRUCTIONS			
EXTENDED DESCRIPTION			
Paid Search Media Services per the attached CDOS SOW, dated 2/1/2022 and The Idea Marketing Quote.			
State of Colorado Price Agreement #: 141311			
Pursuant to Colorado Code of Regulations 101-1, Chapter 3-1.6.5 you are hereby notified that any and all provision(s) applied to this purchase that conflicts with Colorado law C.R.S. 24-106-109 are null and void. This purchase is subject to the State of Colorado Purchase Order Terms and Conditions which can be found at https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions . By accepting this purchase order and/or providing the goods and/or services to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs. If this purchase contains any software or cloud computing products ("Software and Cloud Offerings"), each product will be subject to the State of Colorado Purchase Order Terms and Conditions which can be found at https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions . By accepting this purchase order and/or providing the software or cloud computing offerings to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which			



STATE OF COLORADO

Department of State

governs.

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	91807		0	0.00	\$10,080.00	<input type="checkbox"/>

Description: Advertising Consulting

Service From: 02/03/22

Service To: 05/31/22

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
2	91807		0	0.00	\$40,420.00	<input type="checkbox"/>

Description: Advertising Consulting

Service From: 02/03/22

Service To: 05/31/22

TERMS AND CONDITIONS

<https://www.colorado.gov/osc/purchase-order-terms-conditions>

DOCUMENT TOTAL = \$50,500.00

**PURCHASE ORDER
STATE OF COLORADO
Secretary of State**

Purchase Order Number

VAAA 2022-9052

<p>V E N D O R</p> <p>The Idea Marketing Inc 2121 S Oneida St., Suite 460 Denver CO 80224</p> <p>Haysel Hernandez (303) 759-5902</p>	<p>Invoice To:</p> <p>Department of State 1700 Broadway, Suite 550 Denver, CO 80290</p> <p>Finance@coloradosos.gov</p>
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Vendor Code: VC00000000028255

<p>The articles specified are subject to the following conditions:</p> <ol style="list-style-type: none"> Goods other than those specified on this order must not be substituted or prices changed without authorization. The right of cancellation in case of long delays in the shipment is reserved. No sales tax or use tax shall be included in or added to prices of materials on this order. If the quantity is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled. Shipping, Handling and Freight Included. For building alterations, there is different set of insurance requirements for the COI. Please coordinate and discuss the requirements with your CDOS contact ASAP. 	<p>Digital Products: All electronic licenses keys must be e-mailed to: SoftwareLic@coloradosos.gov</p> <p>Ship To:</p> <p>Department of State 1700 Broadway, Suite 550 Denver, CO 80290</p> <p>Finance@coloradosos.gov</p> <p>FOB Destination</p>
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FUND	APP Code	ORG UNIT	OBJ CODE	SUB UNIT	AGENCY	VENDOR TERMS	DATE PREPARED
20P0	VFBMBH400	HAVA	2610/1920	RESC	VAAA	Net 45	2/3/2022

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	Paid Search Media Services Term: 02/03/2022 - 05/31/2022 Reference Quote #: Pursuant to Colorado Code of Regulations 101-1, Chapter 3-1.6.5 you are hereby notified that any and all provision(s) applied to this purchase that conflicts with Colorado law C.R.S. 24-106-109 are null and void. This purchase is subject to the State of Colorado Purchase Order Terms and Conditions which can be found at https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions . By accepting this purchase order and/or providing the goods and/or services to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.	\$ 50,500.00	\$ 50,500.00

**PURCHASE ORDER
STATE OF COLORADO
Secretary of State**

	<p>If this purchase contains any software or cloud computing products ("Software and Cloud Offerings"), each product will be subject to the State of Colorado Purchase Order Terms and Conditions which can be found at https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions. By accepting this purchase order and/or providing the software or cloud computing offerings to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.</p>	
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	Sales Tax Exempt	
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	TOTAL	
--	--------------	--

		\$ 50,500.00
--	--	--------------

	Delivery Date: _____	
--	-----------------------------	--

Please direct inquiries to:
Telephone 303-894-2200 x6127

Janet Jones
janet.jones@coloradosos.gov

I hereby certify that the supplies or services listed are necessary for the successful operation of the agency and the quantity is the minimum amount and fund designated is sufficient to cover the same.

Authorized Signature

Date

From: [Chris Beall](#)
To: [Brad Lang](#); [Janet Jones](#); [Kyle Dostart](#)
Subject: FW: FOR APPROVAL: PO VAAA 2022-9052 -- Idea Marketing -- Paid Search (RESCU / HAVA)
Date: Thursday, February 3, 2022 2:07:32 PM
Attachments: [image001.png](#)
[CDOS Idea Marketing Paid Search PO 2022-9052 Packet.pdf](#)

Brad,
I have reviewed this purchase order to The Idea Marketing, and this is approved. Please proceed.
-Chris

Christopher P. Beall
Deputy Secretary of State
Direct - 303.860-6902

From: Brad Lang
Sent: Thursday, February 3, 2022 1:39 PM
To: Chris Beall <Chris.Beall@coloradosos.gov>
Cc: Janet Jones <Janet.Jones@coloradosos.gov>; Kyle Dostart <Kyle.Dostart@coloradosos.gov>
Subject: FOR APPROVAL: PO VAAA 2022-9052 -- Idea Marketing -- Paid Search (RESCU / HAVA)

Hi Chris,

I believe that you are aware of the PO that Nate and Aaron have been working on regarding paid search advertising to combat elections related mis- and dis-information. The PO is with Idea Marketing, a vendor on a State Price Agreement and the PO packet is attached. If you approve of this purchase, would you please reply all to this email indicating your approval.

Thanks,
Brad

Brad Lang
Controller & Budget Director | Department of State
303.869.4913
brad.lang@coloradosos.gov
1700 Broadway, Suite 550
Denver, CO 80290

From: Janet Jones
Sent: Thursday, February 3, 2022 1:00 PM
To: Brad Lang <Brad.Lang@coloradosos.gov>
Subject: PO VAAA 2022-9052 Paid Search

Hi Brad,

Attached is the packet for the Paid Search services. Please present to Chris for approval.

Thanks,
Janet

Janet Jones

Purchasing & Contracts Support Specialist | Department of State
303.894.2200 x6127

Janet.jones@coloradosos.gov

1700 Broadway, Suite 550
Denver, CO 80290

**Please Note Work Hours: Wednesday/Thursday
7:30 am to 4:30 pm**

PAID SEARCH SCOPE OF WORK

2/1/2022

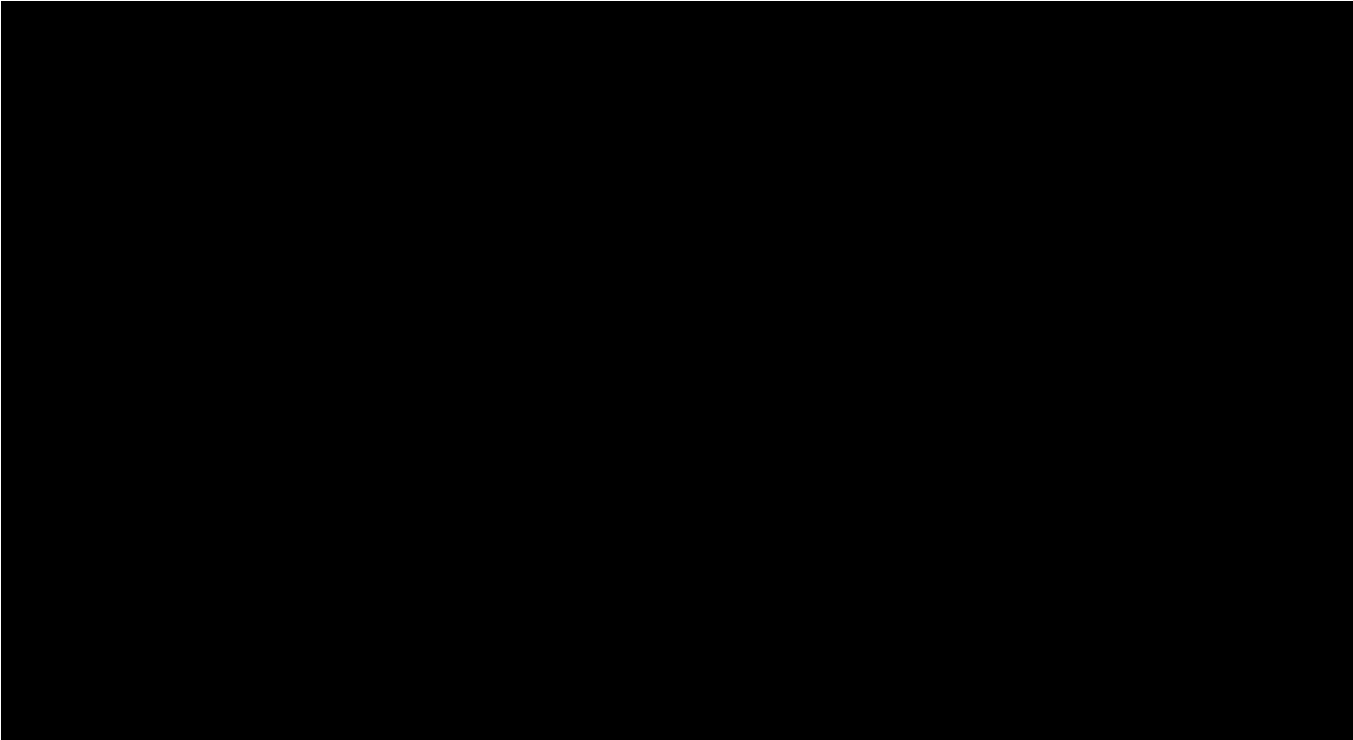
- **Overview:** Manage a search engine ad campaign advertising several key CDOS websites countering mis/disinformation about the election process in Colorado on Google.
- **Contract Timeframe:** Mid-January 2022 through end of May 2022. Monthly extensions beyond May 2022 may be requested by CDOS.
- **Deliverables:**
 - Planning: Vendor will review, advise, and update (at the direction of CDOS) an already existing list of keywords and advertisements that CDOS has established for previous Google Ads campaigns (1-2 weeks after contract execution) and update these for Google.
 - Execution: Vendor will engage/contract with Google to execute the campaign (no later than two weeks after contract execution).
 - Monitoring/Reports: Vendor will continuously review ad campaigns performance and provide updates and recommended changes every two weeks during the first month and then monthly thereafter. Vendor will be responsible for timely updates to the campaign at the direction of CDOS to include adding/removing keywords and updating advertisement language.
 - Closeout: At the completion of the campaign, vendor will provide a summary report (2-4 pages) during a 30min-1hr video conference reviewing overall campaign performance and costs. Vendor will also include a detailed breakdown of individual key word performance across platforms.
- **Expected Cost:** The campaign is not expected to exceed \$20k per month for the digital ads and associated vendor fees.



Colorado Secretary of State - Paid Search Media Strategy Budget V.2

		Hours	Strategy / Planning	Media Buying	Management/ coordination	Copywriting	Agency Fees	Media Costs	Total
Planning and Ad Development			1.34	1.20	1.20	1.20			
Communication and Media Plan	*Client onboarding *Communication strategy development, taking into account county efforts to maximize investment *Development of best practices and recommendations for new buy *Drafting of media calendar	20.00	20.00				\$ 2,680.00		\$ 2,680.00
Ad Development	*Review of past materials and ad buy *Drafting of new copy ads and keywords, selection of accompanying images *Client overview of creative (max. two iterative rounds) *Ongoing ad development during campaign lifetime *Note: this scenario does not include image extension				6.00	22.00	\$ 3,360.00		\$ 3,360.00
Media Placement Monitoring and Optimization									
Media Plan Implementation	*Program paid search ads, set up bidding and ensure ads are running *Includes placement on Google, 2/1/22 to 5/31/22 *Implement paid search strategy *Provide proof of placement *Traffic final files and materials to media outlets	52.00		52.00			\$ 6,240.00	\$ 31,500.00	\$ 37,740.00
Monitoring and Ongoing Reporting	*Continues monitoring of media placements *Includes retiring underperforming creative and optimization of high performing units *Inclusion of new search ads as need arises after client consultation on a monthly basis *Bi-weekly reporting for first month of campaign, then monthly for remainder. Media performance dashboards will be updated prior to each campaign check-in *List of top performing search ads/copy				44.00		\$ 5,280.00		\$ 5,280.00
Final Reporting									
Final Report	*Final report top-line report of campaign performance *Presentation of top-line report to client team				12.00		\$ 1,440.00		\$ 1,440.00
		72.00	20.00	52.00	60.00	22.00	\$ 19,000	\$ 31,500	\$ 50,500

*Note: We are waving our media fee of (7.5%) as we are allotting hours to media management



From: Haysel Hernandez [REDACTED]
Sent: Tuesday, January 18, 2022 7:33 PM
To: Aaron Hayman <Aaron.Hayman@coloradosos.gov>; Nathan Blumenthal <Nathan.Blumenthal@coloradosos.gov>
Cc: Patricia Lepiani [REDACTED]; Brittany Oelschlager [REDACTED]
Subject: [EXTERNAL] SOW Scenarios for Paid Search

Hi Aaron and Nate,

Happy to attach the requested information. You will find two scenarios for the paid media strategy at different spend levels. Additionally, we've provided the production information for one animated video. Please know that we recommend at least three videos throughout the campaign. Each would focus on a very specific topic in an easy to digest manner, and all would ultimately compliment each other to form part of the larger narrative.

As discussed during the call, we recommend focusing on Google paid search given that about 90% of searches in Colorado happen on Google. However, we can certainly add in the other search engines as funds open up.

Content-wise for production, Patricia had mentioned the episode of *The Circus* (Season 5 Ep13 *Going Postal*) on Showtime that covered Jeffco's elections as an example. Obviously, this is pretty high brow, but is an example of engaging content that can be shared. We tried sharing, but Showtime's pretty intense on their intellectual property. We would be looking for a more simplistic style that clearly articulates each topic very clearly.

Let us know if you have any questions or would like to jump on a quick call to walk you through the documents.

Enjoy your evening,

Haysel Hernandez
Marketing Director



TheIdeaMarketing.com

2121 S Oneida St Suite 550

Denver, CO. 80224

O. (303) 759-5902





Invoice

Date	Invoice No.
05/16/22	918
P.O. Number	Terms
202200009052	Net 60

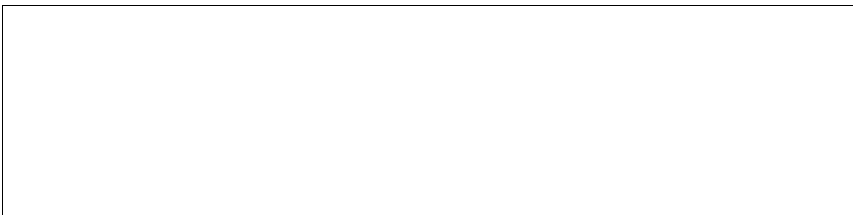
The Idea Marketing Inc
2121 S Oneida St. Ste 550
Denver, CO 80224

www.theideamarketing.com
Phone: (303) 759 5902

PLEASE NOTE NEW ADDRESS

Bill To:
Nate Blumenthal Department of State Office of the Secretary of State 1700 Broadway, Suite 550 Denver CO 80290

Item	Description	Quantity	Rate	Amount
Marketing Services	Paid Search Media Services - Fiscal Year 21-22 - PO,VAAA,202200009052 - Phase I/Part I (Jan-March 2022) Note: Please see details in the tracking document.	1	10,300.00	10,300.00



Total	\$10,300.00
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**Colorado Secretary of State - Paid Search Media Strategy
Budget Tracking**

		BUDGET							FIRST HALF - RENDERED SERVICES (JAN-MARCH)							
		Strategy / Planning	Media Buying	Management /Coordination	AV Production	Copywriting	Agency Fees	Media Costs	Total	Strategy / Planning	Media Buying	Management /Coordination	Copywriting	Agency Fees	Media Costs	Total
		134	120	120	111	120				134	120	120	120			
Planning and Ad Development																
Communication and Media Plan	*Client onboarding *Communication strategy development, taking into account county efforts to maximize investment *Development of best practices and recommendations for new buy *Drafting of media calendar	20.00					\$ 2,680		\$ 2,680	20.00				\$ 2,680		\$ 2,680
Ad Development	*Review of past materials and ad buy *Drafting of new copy ads and keywords, selection of accompanying images *Client overview of creative (max. two iterative rounds) *Ongoing ad development during campaign lifetime *Note: this scenario does not include image extension			6.00		22.00	\$ 3,360		\$ 3,360			3.00	18.00	\$ 2,520		\$ 2,520
Media Placement Monitoring and Optimization																
Media Plan Implementation	*Program paid search ads, set up bidding and ensure ads are running *Includes placement on Google, 2/1/22 to 5/31/22 *Implement paid search strategy *Provide proof of placement *Traffic final files and materials to media outlets		58.00				\$ 6,960	\$ 31,500	\$ 38,460		22.00			\$ 2,640	\$ 1,500	\$ 4,140
Monitoring and Ongoing Reporting	*Continuous monitoring of media placements *Includes retiring underperforming creative and optimization of high performing units *Inclusion of new search ads as need arises after client consultation on a monthly basis *Updated media performance dashboards once a month with agreed upon KPIs *List of top performing search ads/copy			42.00			\$ 5,040		\$ 5,040			8.00		\$ 960		\$ 960
Final Reporting																
Final Report	*Final report top-line report of campaign performance *Presentation of top-line report to client team			8.00			\$ 960		\$ 960					\$ -		\$ -
		20.00	58.00	48.00	-	22.00	\$ 19,000	\$ 31,500	\$ 50,500	20.00	22.00	11.00	18.00	\$ 8,800	\$ 1,500	\$ 10,300

From: [Nathan Blumenthal](#)
To: [Carla Moore](#)
Subject: Re: Invoice -- : [EXTERNAL] Hello and Question
Date: Thursday, June 9, 2022 10:07:48 AM
Attachments: [image001.png](#)
[image001.png](#)

Hello, Carla,

Yes, the services were provided. Please let us know if you need anything else.

Thanks,

Nate

Sent from my iPhone please excuse typos

On Jun 9, 2022, at 9:08 AM, Carla Moore <Carla.Moore@coloradosos.gov> wrote:

Good morning Nate,

Is your email below your confirmation that all services have been provided, for invoices 918, for \$10,300.00 and 919, for \$40,200.00?

Is that correct?

Carla Moore
(303) 869-4919

From: Nathan Blumenthal <Nathan.Blumenthal@coloradosos.gov>

Sent: Wednesday, June 8, 2022 4:02 PM

To: [REDACTED]

Cc: [REDACTED]

[REDACTED]

[REDACTED]; Finance

<Finance@coloradosos.gov>; Carla Moore <Carla.Moore@coloradosos.gov>; Hilary Rudy <Hilary.Rudy@coloradosos.gov>

Subject: RE: Invoice -- : [EXTERNAL] Hello and Question

Hey, Patricia,

Of course and thanks for sending.

Finance/Carla/Hil—please note the below and attached. Please let Patricia/me know if you need anything else.

Thanks,

Nate

From: [REDACTED]
Sent: Wednesday, June 8, 2022 3:51 PM
To: Nathan Blumenthal <Nathan.Blumenthal@coloradosos.gov>
Cc: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Subject: Re: Invoice -- : [EXTERNAL] Hello and Question

Hi Nate,

Thank you very much for checking on this.

Please find attached the two invoices (May 16th and today) and their respective tracking documents. Let me know if you have any questions or need anything else on our end.

Best,

Patricia Lepiani
President



TheIdeaMarketing.com
O. (303) 759-5902

Please note new office address:
1001 S Monaco Parkway Suite 260
Denver, CO 80224

On Jun 8, 2022, at 4:41 PM, Nathan Blumenthal
<Nathan.Blumenthal@coloradosos.gov> wrote:

Thanks, Haysel. Appreciated. If that is the case—we just need to get it maybe no later than next week before the end of the fiscal year. Let us know and, again, thanks.

Sent from my iPhone please excuse typos

On Jun 8, 2022, at 2:40 PM, [REDACTED]
[REDACTED] wrote:

Hi Nate,

I will double-check with Patricia, but I do believe we haven't invoiced yet. Let me dig around and I'll get back to you.

Best,
Haysel Hernández
Marketing Director

<image002.png>

TheIdeaMarketing.com
1001 S Monaco Pkwy Ste 260
Denver, CO. 80224
O. (303) 759-5902
[REDACTED]

On Jun 8, 2022, at 9:24 AM, Nathan Blumenthal
<Nathan.Blumenthal@coloradosos.gov> wrote:

Hello, Ideas,

Good morning.

Quick Q. Aaron kind of handled invoicing for you all. We are trying to figure out—did we get all invoices for the last contract? Is that done? We are digging through things and

will figure it out sooner or later but thought you might know off the top of your head.

Thanks, as always,

Nate

From: [REDACTED]
Sent: Tuesday, June 7, 2022 12:01 PM
To: Nathan Blumenthal
<Nathan.Blumenthal@coloradosos.gov>
Cc: [REDACTED]
[REDACTED]
[REDACTED]
Annie Orloff <Annie.Orloff@coloradosos.gov>
Subject: Re: [EXTERNAL] Hello and Question

Great, I just sent over a calendar invite to everyone on this email.

I'll reach out tomorrow with the final Google phase 1 numbers and we'll see you next week!
Thanks!

Best,

Brittany Oelschlager
She/Her
Digital Strategist

<image001.png>

TheIdeaMarketing.com
Please note new office address:
1001 S Monaco Parkway Suite 260
Denver, CO 80224
[REDACTED]

On Jun 7, 2022, at 11:54 AM, Nathan Blumenthal <Nathan.Blumenthal@coloradosos.gov> wrote:

Hey, Brittany!,

Awesome on Google and thanks.

How about 10 am on the 15th? That work? If so, can you kick an invite and copy Annie, who I looped into this? If that time does not work, please let us know!

Thanks,

Nate

Sent from my iPhone please excuse typos

On Jun 7, 2022, at 11:49 AM,


wrote:

Hi Nate,
Great timing! I had you on the top of my list to reach out to today. We're excited to start this second phase!

Just finishing up our first contract numbers and reporting since Google does lag about a week for final numbers. We are still up and running using the remaining \$5,000 we set aside from that contract to make sure we don't have to go through Google's approvals again. Since the first was last week on Wednesday, I'll get those final numbers in by tomorrow.

And, yes, let's schedule a meeting for next week. Patricia is on a vacation after almost two years (!) but will be back next week. Please find our availability listed

below.

- 15th before noon or after 3pm
- 16th after 2:30pm

Happy to send more dates if those do not work.

Best,

Brittany Oelschlager
She/Her
Digital Strategist

<unnamed.png>

TheIdeaMarketing.com

Please note new office address:
1001 S Monaco Parkway Suite 260
Denver, CO 80224
[REDACTED]

On Jun 7, 2022, at
9:24 AM, Nathan
Blumenthal
<Nathan.Blumenthal@coloradosos.gov>
wrote:

Hello, Ideas!,

Good morning and
happy Tuesday!?

Just want to circle
back and ask how we
look on Google ads.
Know the contract
came down to the
date. Were we able
to stay up or get up
and running again?

Also know we need
to chat re videos.
Will circle back to
maybe find a time
next week?

Thanks,

Nate

<image001.png>

Nate Blumenthal
Director / RESCU
Nathan.Blumenthal@coloradosos.gov
720 – 484 – 9209

[<image002.png>](#)

**For reliable election
information
– www.GoVoteColorado.gov**

From: [REDACTED]
To: [Carla Moore](#)
Cc: [REDACTED]
Subject: [EXTERNAL] RE: Update Remit Address
Date: Monday, June 13, 2022 9:32:46 AM
Attachments: [image003.png](#)
[image001.png](#)

Hi Carla,

Hope you had a great weekend.

Our new address is: 1001 S Monaco Parkway, Ste 260, Denver CO 80224. The VSS system has been updated with that address. We're in the process of updating our website as well to reflect the new address.

Please let us know if you need us to update the address somewhere else.

Thank you so much!

Sandra Felix
Marketing Account Manager

Pronouns: she/her



TheIdeaMarketing.com
1001 S Monaco Parkway Ste. 260
Denver. CO. 80224
(303) 759-5902

Begin forwarded message:

From: Carla Moore <Carla.Moore@coloradosos.gov>
Date: June 10, 2022 at 2:58:54 PM AST
To: [REDACTED]
[REDACTED]
[REDACTED]
Subject: Update Remit Address

Hello,

I am following up on the voice message I just left you, regarding your remit address needs to be updated in our accounting system.

It looks like you are signed up for our Vendor Self Service (VSS). As the contact for the VSS system one of you can log into the system and updated your remit/payment address at your convenience. Please keep in mind that we will not be able to process the payment for invoices 918 and 919 until the remit address is updated. Otherwise the system will mail the check to the old address on Monaco Pkwy, as it is the only payment address listed in our system. Please let me know once the update has been submitted in the VSS system, so I can complete the payment process on my end.

Let me know if you have any questions or concerns.

Thank you,

Carla Moore
Account Tech III
303.869.4919
Carla.Moore@ColoradoSOS.gov
1700 Broadway, Suite 550
Denver, CO 80290



Invoice

Date	Invoice No.
06/08/22	919
P.O. Number	Terms
202200009052	Net 60

The Idea Marketing Inc
2121 S Oneida St. Ste 550
Denver, CO 80224

www.theideamarketing.com
Phone: (303) 759 5902

PLEASE NOTE NEW ADDRESS

Bill To:
Nate Blumenthal Department of State Office of the Secretary of State 1700 Broadway, Suite 550 Denver CO 80290

Item	Description	Quantity	Rate	Amount
Marketing Services	Paid Search Media Services - Fiscal Year 21-22 - PO,VAAA,202200009052 - Phase I/Part II (April-May-June 2022) Note: Please see details in the tracking document.	1	40,200.00	40,200.00

Total \$40,200.00



**Colorado Secretary of State - Paid Search Media Strategy
Budget Tracking**

		BUDGET								SECOND HALF - RENDERED SERVICES (APRIL-MAY)						
		Strategy / Planning	Media Buying	Management /Coordination	AV Production	Copywriting	Agency Fees	Media Costs	Total	Strategy / Planning	Media Buying	Management /Coordination	Copywriting	Agency Fees	Media Costs	Total
		134	120	120	111	120				134	120	120	120			
Planning and Ad Development																
Communication and Media Plan	*Client onboarding *Communication strategy development, taking into account county efforts to maximize investment *Development of best practices and recommendations for new buy *Drafting of media calendar	20.00							\$ 2,680					\$ -		\$ -
Ad Development	*Review of past materials and ad buy *Drafting of new copy ads and keywords, selection of accompanying images *Client overview of creative (max. two iterative rounds) *Ongoing ad development during campaign lifetime *Note: this scenario does not include image extension			6.00		22.00			\$ 3,360		3.00	4.00		\$ 840		\$ 840
Media Placement Monitoring and Optimization																
Media Plan Implementation	*Program paid search ads, set up bidding and ensure ads are running *Includes placement on Google, 2/1/22 to 5/31/22 *Implement paid search strategy *Provide proof of placement *Traffic final files and materials to media outlets		58.00						\$ 6,960	\$ 31,500				\$ 4,320	\$ 30,000	\$ 34,320
Monitoring and Ongoing Reporting	*Continuous monitoring of media placements *Includes retiring underperforming creative and optimization of high performing units *Inclusion of new search ads as need arises after client consultation on a monthly basis *Updated media performance dashboards once a month with agreed upon KPIs *List of top performing search ads/copy			42.00					\$ 5,040		34.00			\$ 4,080		\$ 4,080
Final Reporting																
Final Report	*Final report top-line report of campaign performance *Presentation of top-line report to client team			8.00					\$ 960		8.00			\$ 960		\$ 960
		20.00	58.00	48.00	-	22.00			\$ 19,000	\$ 31,500				\$ 10,200	\$ 30,000	\$ 40,200

From: [Nathan Blumenthal](#)
To: [Carla Moore](#)
Subject: Re: Invoice -- : [EXTERNAL] Hello and Question
Date: Thursday, June 9, 2022 10:07:48 AM
Attachments: [image001.png](#)
[image001.png](#)

Hello, Carla,

Yes, the services were provided. Please let us know if you need anything else.

Thanks,

Nate

Sent from my iPhone please excuse typos

On Jun 9, 2022, at 9:08 AM, Carla Moore <Carla.Moore@coloradosos.gov> wrote:

Good morning Nate,

Is your email below your confirmation that all services have been provided, for invoices 918, for \$10,300.00 and 919, for \$40,200.00?

Is that correct?

Carla Moore
(303) 869-4919

From: Nathan Blumenthal <Nathan.Blumenthal@coloradosos.gov>

Sent: Wednesday, June 8, 2022 4:02 PM

To: [REDACTED] >

Cc: [REDACTED]

[REDACTED]

[REDACTED]; Finance

<Finance@coloradosos.gov>; Carla Moore <Carla.Moore@coloradosos.gov>; Hilary Rudy <Hilary.Rudy@coloradosos.gov>

Subject: RE: Invoice -- : [EXTERNAL] Hello and Question

Hey, Patricia,

Of course and thanks for sending.

Finance/Carla/Hil—please note the below and attached. Please let Patricia/me know if you need anything else.

Thanks,

Nate

From: [REDACTED]
Sent: Wednesday, June 8, 2022 3:51 PM
To: Nathan Blumenthal <Nathan.Blumenthal@coloradosos.gov>
Cc: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Subject: Re: Invoice -- : [EXTERNAL] Hello and Question

Hi Nate,

Thank you very much for checking on this.

Please find attached the two invoices (May 16th and today) and their respective tracking documents. Let me know if you have any questions or need anything else on our end.

Best,

Patricia Lepiani
President



TheIdeaMarketing.com
O. (303) 759-5902

Please note new office address:
1001 S Monaco Parkway Suite 260
Denver, CO 80224

On Jun 8, 2022, at 4:41 PM, Nathan Blumenthal
<Nathan.Blumenthal@coloradosos.gov> wrote:

Thanks, Haysel. Appreciated. If that is the case—we just need to get it maybe no later than next week before the end of the fiscal year. Let us know and, again, thanks.

Sent from my iPhone please excuse typos

On Jun 8, 2022, at 2:40 PM, [REDACTED]
[REDACTED] > wrote:

Hi Nate,

I will double-check with Patricia, but I do believe we haven't invoiced yet. Let me dig around and I'll get back to you.

Best,
Haysel Hernández
Marketing Director

<image002.png>

TheIdeaMarketing.com
1001 S Monaco Pkwy Ste 260
Denver, CO. 80224
O. (303) 759-5902
[REDACTED]

On Jun 8, 2022, at 9:24 AM, Nathan Blumenthal
<Nathan.Blumenthal@coloradosos.gov> wrote:

Hello, Ideas,

Good morning.

Quick Q. Aaron kind of handled invoicing for you all. We are trying to figure out—did we get all invoices for the last contract? Is that done? We are digging through things and

will figure it out sooner or later but thought you might know off the top of your head.

Thanks, as always,

Nate

From: [REDACTED]
Sent: Tuesday, June 7, 2022 12:01 PM
To: Nathan Blumenthal
<Nathan.Blumenthal@coloradosos.gov>
Cc: [REDACTED]
[REDACTED]
[REDACTED] >;
Annie Orloff <Annie.Orloff@coloradosos.gov>
Subject: Re: [EXTERNAL] Hello and Question

Great, I just sent over a calendar invite to everyone on this email.

I'll reach out tomorrow with the final Google phase 1 numbers and we'll see you next week!
Thanks!

Best,

Brittany Oelschlager
She/Her
Digital Strategist

<image001.png>

TheIdeaMarketing.com
Please note new office address:
1001 S Monaco Parkway Suite 260
Denver, CO 80224
970-397-6550

On Jun 7, 2022, at 11:54 AM, Nathan Blumenthal <Nathan.Blumenthal@coloradosos.gov> wrote:

Hey, Brittany!,

Awesome on Google and thanks.

How about 10 am on the 15th? That work? If so, can you kick an invite and copy Annie, who I looped into this? If that time does not work, please let us know!

Thanks,

Nate

Sent from my iPhone please excuse typos

On Jun 7, 2022, at 11:49 AM,


wrote:

Hi Nate,
Great timing! I had you on the top of my list to reach out to today. We're excited to start this second phase!

Just finishing up our first contract numbers and reporting since Google does lag about a week for final numbers. We are still up and running using the remaining \$5,000 we set aside from that contract to make sure we don't have to go through Google's approvals again. Since the first was last week on Wednesday, I'll get those final numbers in by tomorrow.

And, yes, let's schedule a meeting for next week. Patricia is on a vacation after almost two years (!!) but will be back next week. Please find our availability listed

below.

- 15th before noon or after 3pm
- 16th after 2:30pm

Happy to send more dates if those do not work.

Best,

Brittany Oelschlager
She/Her
Digital Strategist

<unnamed.png>

TheIdeaMarketing.com

Please note new office address:
1001 S Monaco Parkway Suite 260
Denver, CO 80224
970-397-6550

On Jun 7, 2022, at
9:24 AM, Nathan
Blumenthal
<Nathan.Blumenthal@coloradosos.gov>
wrote:

Hello, Ideas!,

Good morning and
happy Tuesday!?

Just want to circle
back and ask how we
look on Google ads.
Know the contract
came down to the
date. Were we able
to stay up or get up
and running again?

Also know we need
to chat re videos.
Will circle back to
maybe find a time
next week?

Thanks,

Nate

<image001.png>

Nate Blumenthal
Director / RESCU
Nathan.Blumenthal@coloradosos.gov
720 – 484 – 9209

[<image002.png>](#)

**For reliable election
information
– www.GoVoteColorado.gov**

From: [REDACTED]
To: [Carla Moore](#)
Cc: [REDACTED]
Subject: [EXTERNAL] RE: Update Remit Address
Date: Monday, June 13, 2022 9:32:46 AM
Attachments: [image003.png](#)
[image001.png](#)

Hi Carla,

Hope you had a great weekend.

Our new address is: 1001 S Monaco Parkway, Ste 260, Denver CO 80224. The VSS system has been updated with that address. We're in the process of updating our website as well to reflect the new address.

Please let us know if you need us to update the address somewhere else.

Thank you so much!

Sandra Felix
Marketing Account Manager

Pronouns: she/her



TheIdeaMarketing.com
1001 S Monaco Parkway Ste. 260
Denver. CO. 80224
(303) 759-5902

Begin forwarded message:

From: Carla Moore <Carla.Moore@coloradosos.gov>

Date: June 10, 2022 at 2:58:54 PM AST

To: [REDACTED]
[REDACTED]
[REDACTED]

Subject: Update Remit Address

Hello,

I am following up on the voice message I just left you, regarding your remit address needs to be updated in our accounting system.

It looks like you are signed up for our Vendor Self Service (VSS). As the contact for the VSS system one of you can log into the system and updated your remit/payment address at your convenience. Please keep in mind that we will not be able to process the payment for invoices 918 and 919 until the remit address is updated. Otherwise the system will mail the check to the old address on Monaco Pkwy, as it is the only payment address listed in our system. Please let me know once the update has been submitted in the VSS system, so I can complete the payment process on my end.

Let me know if you have any questions or concerns.

Thank you,

Carla Moore
Account Tech III
303.869.4919
Carla.Moore@ColoradoSOS.gov
1700 Broadway, Suite 550
Denver, CO 80290



STATE OF COLORADO

Department of State

ORDER		*****IMPORTANT*****	
Number:	PO,VAAA,202200009052	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.	
Date:	2/3/22	BILL TO	
Description:	VAAA, HAVA, The Idea Marketing, Paid Search Media Services	SECRETARY OF STATE 1700 BROADWAY #550 DENVER, CO 80290	
Effective Date:	02/03/22	SHIP TO	
Expiration Date:	05/31/22	SECRETARY OF STATE 1700 BROADWAY #550 DENVER, CO 80290	
BUYER		SHIPPING INSTRUCTIONS	
Buyer:	Janet Jones	Delivery/Install Date: -	
Email:	janet.jones@coloradosos.gov	FOB: FOB Dest, Freight Prepaid	
VENDOR			
IDEA MARKETING INC 2121 S ONEIDA ST STE 550 DENVER, CO 80224-2594			
Contact:	Haysel Hernandez		
Phone:	(303) 759-5902		
VENDOR INSTRUCTIONS			
EXTENDED DESCRIPTION			
Paid Search Media Services per the attached CDOS SOW, dated 2/1/2022 and The Idea Marketing Quote.			
State of Colorado Price Agreement #: 141311			
Pursuant to Colorado Code of Regulations 101-1, Chapter 3-1.6.5 you are hereby notified that any and all provision(s) applied to this purchase that conflicts with Colorado law C.R.S. 24-106-109 are null and void. This purchase is subject to the State of Colorado Purchase Order Terms and Conditions which can be found at https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions . By accepting this purchase order and/or providing the goods and/or services to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs. If this purchase contains any software or cloud computing products ("Software and Cloud Offerings"), each product will be subject to the State of Colorado Purchase Order Terms and Conditions which can be found at https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions . By accepting this purchase order and/or providing the software or cloud computing offerings to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which			



STATE OF COLORADO

Department of State

governs.

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	91807		0	0.00	\$10,080.00	<input type="checkbox"/>

Description: Advertising Consulting

Service From: 02/03/22

Service To: 05/31/22

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
2	91807		0	0.00	\$40,420.00	<input type="checkbox"/>

Description: Advertising Consulting

Service From: 02/03/22

Service To: 05/31/22

TERMS AND CONDITIONS

<https://www.colorado.gov/osc/purchase-order-terms-conditions>

DOCUMENT TOTAL = \$50,500.00

**PURCHASE ORDER
STATE OF COLORADO
Secretary of State**

Purchase Order Number

VAAA 2022-9052

<p>V E N D O R</p> <p>The Idea Marketing Inc 2121 S Oneida St., Suite 460 Denver CO 80224</p> <p>Haysel Hernandez (303) 759-5902 [REDACTED]</p>	<p>Invoice To:</p> <p>Department of State 1700 Broadway, Suite 550 Denver, CO 80290</p> <p>Finance@coloradosos.gov</p>
--	---

Vendor Code: VC00000000028255

<p>The articles specified are subject to the following conditions:</p> <ol style="list-style-type: none"> Goods other than those specified on this order must not be substituted or prices changed without authorization. The right of cancellation in case of long delays in the shipment is reserved. No sales tax or use tax shall be included in or added to prices of materials on this order. If the quantity is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled. Shipping, Handling and Freight Included. For building alterations, there is different set of insurance requirements for the COI. Please coordinate and discuss the requirements with your CDOS contact ASAP. 	<p>Digital Products: All electronic licenses keys must be e-mailed to: SoftwareLic@coloradosos.gov</p> <p>Ship To:</p> <p>Department of State 1700 Broadway, Suite 550 Denver, CO 80290</p> <p>Finance@coloradosos.gov</p> <p>FOB Destination</p>
--	--

FUND	APP Code	ORG UNIT	OBJ CODE	SUB UNIT	AGENCY	VENDOR TERMS	DATE PREPARED
20P0	VFBMBH400	HAVA	2610/1920	RESC	VAAA	Net 45	2/3/2022

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	Paid Search Media Services Term: 02/03/2022 - 05/31/2022 Reference Quote #: Pursuant to Colorado Code of Regulations 101-1, Chapter 3-1.6.5 you are hereby notified that any and all provision(s) applied to this purchase that conflicts with Colorado law C.R.S. 24-106-109 are null and void. This purchase is subject to the State of Colorado Purchase Order Terms and Conditions which can be found at https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions . By accepting this purchase order and/or providing the goods and/or services to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.	\$ 50,500.00	\$ 50,500.00

**PURCHASE ORDER
STATE OF COLORADO
Secretary of State**

	<p>If this purchase contains any software or cloud computing products ("Software and Cloud Offerings"), each product will be subject to the State of Colorado Purchase Order Terms and Conditions which can be found at https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions. By accepting this purchase order and/or providing the software or cloud computing offerings to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.</p>	
--	---	--

	Sales Tax Exempt	
--	------------------	--

	TOTAL	
--	--------------	--

		\$ 50,500.00
--	--	--------------

	Delivery Date: _____	
--	-----------------------------	--

Please direct inquiries to:
Telephone 303-894-2200 x6127

Janet Jones
janet.jones@coloradosos.gov

I hereby certify that the supplies or services listed are necessary for the successful operation of the agency and the quantity is the minimum amount and fund designated is sufficient to cover the same.

Authorized Signature

Date

PAID SEARCH SCOPE OF WORK

2/1/2022

- **Overview:** Manage a search engine ad campaign advertising several key CDOS websites countering mis/disinformation about the election process in Colorado on Google.
- **Contract Timeframe:** Mid-January 2022 through end of May 2022. Monthly extensions beyond May 2022 may be requested by CDOS.
- **Deliverables:**
 - Planning: Vendor will review, advise, and update (at the direction of CDOS) an already existing list of keywords and advertisements that CDOS has established for previous Google Ads campaigns (1-2 weeks after contract execution) and update these for Google.
 - Execution: Vendor will engage/contract with Google to execute the campaign (no later than two weeks after contract execution).
 - Monitoring/Reports: Vendor will continuously review ad campaigns performance and provide updates and recommended changes every two weeks during the first month and then monthly thereafter. Vendor will be responsible for timely updates to the campaign at the direction of CDOS to include adding/removing keywords and updating advertisement language.
 - Closeout: At the completion of the campaign, vendor will provide a summary report (2-4 pages) during a 30min-1hr video conference reviewing overall campaign performance and costs. Vendor will also include a detailed breakdown of individual key word performance across platforms.
- **Expected Cost:** The campaign is not expected to exceed \$20k per month for the digital ads and associated vendor fees.



Colorado Secretary of State - Paid Search Media Strategy Budget V.2

		Hours	Strategy / Planning	Media Buying	Management/ coordination	Copywriting	Agency Fees	Media Costs	Total
Planning and Ad Development			1.34	1.20	1.20	1.20			
Communication and Media Plan	*Client onboarding *Communication strategy development, taking into account county efforts to maximize investment *Development of best practices and recommendations for new buy *Drafting of media calendar	20.00	20.00				\$ 2,680.00		\$ 2,680.00
Ad Development	*Review of past materials and ad buy *Drafting of new copy ads and keywords, selection of accompanying images *Client overview of creative (max. two iterative rounds) *Ongoing ad development during campaign lifetime *Note: this scenario does not include image extension				6.00	22.00	\$ 3,360.00		\$ 3,360.00
Media Placement Monitoring and Optimization									
Media Plan Implementation	*Program paid search ads, set up bidding and ensure ads are running *Includes placement on Google, 2/1/22 to 5/31/22 *Implement paid search strategy *Provide proof of placement *Traffic final files and materials to media outlets	52.00		52.00			\$ 6,240.00	\$ 31,500.00	\$ 37,740.00
Monitoring and Ongoing Reporting	*Continuous monitoring of media placements *Includes retiring underperforming creative and optimization of high performing units *Inclusion of new search ads as need arises after client consultation on a monthly basis *Bi-weekly reporting for first month of campaign, then monthly for remainder. Media performance dashboards will be updated prior to each campaign check-in *List of top performing search ads/copy				44.00		\$ 5,280.00		\$ 5,280.00
Final Reporting									
Final Report	*Final report top-line report of campaign performance *Presentation of top-line report to client team				12.00		\$ 1,440.00		\$ 1,440.00
		72.00	20.00	52.00	60.00	22.00	\$ 19,000	\$ 31,500	\$ 50,500

*Note: We are waving our media fee of (7.5%) as we are allotting hours to media management

From: [Chris Beall](#)
To: [Brad Lang](#); [Janet Jones](#); [Kyle Dostart](#)
Subject: FW: FOR APPROVAL: PO VAAA 2022-9052 -- Idea Marketing -- Paid Search (RESCU / HAVA)
Date: Thursday, February 3, 2022 2:07:32 PM
Attachments: [image001.png](#)
[CDOS Idea Marketing Paid Search PO 2022-9052 Packet.pdf](#)

Brad,
I have reviewed this purchase order to The Idea Marketing, and this is approved. Please proceed.
-Chris

Christopher P. Beall
Deputy Secretary of State
Direct - 303.860-6902

From: Brad Lang
Sent: Thursday, February 3, 2022 1:39 PM
To: Chris Beall <Chris.Beall@coloradosos.gov>
Cc: Janet Jones <Janet.Jones@coloradosos.gov>; Kyle Dostart <Kyle.Dostart@coloradosos.gov>
Subject: FOR APPROVAL: PO VAAA 2022-9052 -- Idea Marketing -- Paid Search (RESCU / HAVA)

Hi Chris,

I believe that you are aware of the PO that Nate and Aaron have been working on regarding paid search advertising to combat elections related mis- and dis-information. The PO is with Idea Marketing, a vendor on a State Price Agreement and the PO packet is attached. If you approve of this purchase, would you please reply all to this email indicating your approval.

Thanks,
Brad

Brad Lang
Controller & Budget Director | Department of State
303.869.4913
brad.lang@coloradosos.gov
1700 Broadway, Suite 550
Denver, CO 80290

From: Janet Jones
Sent: Thursday, February 3, 2022 1:00 PM
To: Brad Lang <Brad.Lang@coloradosos.gov>
Subject: PO VAAA 2022-9052 Paid Search

Hi Brad,

Attached is the packet for the Paid Search services. Please present to Chris for approval.

Thanks,
Janet

Janet Jones

Purchasing & Contracts Support Specialist | Department of State
303.894.2200 x6127

Janet.jones@coloradosos.gov

1700 Broadway, Suite 550
Denver, CO 80290

**Please Note Work Hours: Wednesday/Thursday
7:30 am to 4:30 pm**



Inline Billing Services, Inc.

Inline Billing Services, Inc. • 1123 Auraria Parkway • Suite 200 • Denver, CO 80204 • p (303) 893-4040 • f (303) 893-6718

INVOICE

Colorado Department of State
1700 Broadway
Suite 550
Denver, CO 80290
Attn: Annie Orloff

Invoice Number : 014403
Date : 8/16/2022
Page : 1 of 6

Core # CT, VAAA, 2023-2111
CMS #178019
Deliverable #1 Media Buy

Current

Job: 001424 - 2022 Planning
Component: 001 - 2022 Planning

Service Fee

55,000.00

Total for Job/Component:

55,000.00

Sub-Total

\$55,000.00



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INVOICE

Colorado Department of State
1700 Broadway
Suite 550
Denver, CO 80290
Attn: Annie Orloff

Invoice Number : 014403
Date : 8/16/2022
Page : 2 of 6

	Order Months	Bill Amount
Vendor: Basis DSP		
Order: 034881		
	Aug 2022	277,906.00
Vendor Total:		277,906.00
Sub-Total	0.00	277,906.00
Invoice Total		277,906.00
	Sub-Total	\$277,906.00



Inline Billing Services, Inc.

Inline Billing Services, Inc. • 1123 Auraria Parkway • Suite 200 • Denver, CO 80204 • p (303) 893-4040 • f (303) 893-6718

INVOICE

Colorado Department of State
1700 Broadway
Suite 550
Denver, CO 80290
Attn: Annie Orloff

Invoice Number : 014403
Date : 8/16/2022
Page : 3 of 6

	Order Months	Bill Amount
Sales Class: Media - Cable		
Vendor: 8088 COMCAST Colorado Spring Interco-CA Sales Class: Media - Cable		
	Aug 22	17,925.92
Vendor: *6949 Comcast Denver Sales Class: Media - Cable		
	Aug 22	63,633.55
Vendor: 9818 Comcast DISH- I+ Denver, CO Sales Class: Media - Cable		
	Aug 22	663.00
Sales Class Total:	Aug 22	82,222.47
Sales Class: Media - Television		
Vendor: KFQX-TV Sales Class: Media - Television		
	Aug 22	4,156.50
Vendor: KJCT-TV Sales Class: Media - Television		
	Aug 22	13,182.65
Vendor: KKCO-TV Sales Class: Media - Television		
	Aug 22	13,316.95
Vendor: KREX-S2 Sales Class: Media - Television		
	Aug 22	10,255.25



Inline Billing Services, Inc.

Inline Billing Services, Inc. • 1123 Auraria Parkway • Suite 200 • Denver, CO 80204 • p (303) 893-4040 • f (303) 893-6718

INVOICE

Colorado Department of State
1700 Broadway
Suite 550
Denver, CO 80290
Attn: Annie Orloff

Invoice Number : 014403
Date : 8/16/2022
Page : 4 of 6

	Order Months	Bill Amount
Sales Class: Media - Television		
Vendor: KKTV-TV Sales Class: Media - Television	Aug 22	26,600.75
Vendor: KOAA-TV Sales Class: Media - Television	Aug 22	23,234.75
Vendor: KRDO-TV Sales Class: Media - Television	Aug 22	30,336.50
Vendor: KXRM-TV Sales Class: Media - Television	Aug 22	16,167.00
Vendor: KXTU/KXRM Sales Class: Media - Television	Aug 22	1,742.50
Vendor: AT&T Rocky Mountain Sales Class: Media - Television	Aug 22	37,400.00
Vendor: *KCNC-TV Sales Class: Media - Television	Aug 22	82,280.00
Vendor: *KDVR-TV		



Inline Billing Services, Inc.

Inline Billing Services, Inc. • 1123 Auraria Parkway • Suite 200 • Denver, CO 80204 • p (303) 893-4040 • f (303) 893-6718

INVOICE

Colorado Department of State
1700 Broadway
Suite 550
Denver, CO 80290
Attn: Annie Orloff

Invoice Number : 014403
Date : 8/16/2022
Page : 5 of 6

	Order Months	Bill Amount
Sales Class: Media - Television		
Sales Class: Media - Television		
	Aug 22	94,052.50
Vendor: *KMGH-TV		
Sales Class: Media - Television		
	Aug 22	93,636.00
Vendor: *KTVD-TV		
Sales Class: Media - Television		
	Aug 22	80,388.75
Vendor: *KUSA-TV		
Sales Class: Media - Television		
	Aug 22	136,318.75
Vendor: *KWGN-TV		
Sales Class: Media - Television		
	Aug 22	21,802.50
Sales Class Total:	Aug 22	684,871.35
Sub-Total	0.00	767,093.82
Invoice Total		767,093.82
	Sub-Total	\$767,093.82
	Invoice Total	\$1,099,999.82

DUE UPON RECEIPT



Inline Billing Services, Inc.

Inline Billing Services, Inc. • 1123 Auraria Parkway • Suite 200 • Denver, CO 80204 • p (303) 893-4040 • f (303) 893-6718

Colorado Department of State
1700 Broadway
Suite 550
Denver, CO 80290
Attn: Annie Orloff

INVOICE

Invoice Number : 014403
Date : 8/16/2022
Page : 6 of 6

InLine Media, Inc. is acting as your agent under an advertising contract between you and the specified media vendor. InLine Billing Services, Inc. will process and transmit payments directly to the media vendors upon verification of media placement and invoicing by the media vendors.

STATE OF COLORADO CONTRACT

COVER PAGE

State Agency Colorado Department of State (CDOS)	Contract Number CORE #: CT, VAAA, 2023-2111 CMS #: 178019		
Contractor Inline Media, Inc.	Contract Performance Beginning Date The later of the Effective Date or August 5, 2022		
Contract Maximum Amount Initial Term State Fiscal Year 2023 \$2,200,000.00	Initial Contract Expiration Date January 31, 2023		
Total for All State Fiscal Years \$2,200,000.00	Contract Authority Authority to enter into this Contract exists in § 1-1-107 et seq C.R.S. On April 17, 2018, the Colorado Department of State (CDOS) received an initial Help America Vote Act (HAVA) Election Security Award under the Consolidated Appropriations Act of 2018, from the US Election Assistance Commission (EAC). The Award, which includes twenty percent in State matching funds, grants CDOS to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements.” HAVA funds are continuously appropriated to the Department of State pursuant to §1-1.5-106(2)(b) C.R.S.		
Contract Purpose CDOS strives to provide the public with accurate, reliable information about our election process and to ensure the public that our elections are secure, and that misinformation is being actively combated. To meet these goals, CDOS requires additional support to counter mis- and disinformation efforts targeting elections in Colorado. More specifically, academic studies, media reports, and other sources show that foreign adversaries are working to decrease confidence in the electoral system, including the results. Undermining trust in elections—the bedrock of our democracy—is in foreign adversaries’ interests, and CDOS expects these efforts to continue for the coming years. CDOS must combat these efforts and work to maintain Coloradans’ trust in our electoral processes, which are administered by Republicans, Democrats, and Unaffiliated Coloradans.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Colorado Special Provisions in §18 of the main body of this Contract. 2. The provisions of the other sections of the main body of this Contract. 3. Exhibit A, Statement of Work. 			
Principal Representatives <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> For the State: Christopher Beall Deputy Secretary of State Colorado Department of State 1700 Broadway, Suite 550 Denver, CO 80290 Chris.Beall@coloradosos.gov </td> <td style="width: 50%; border: none;"> For Contractor: Ilene Nathanson Inline Media, Inc. President & CEO 1123 Auraria Pkwy Ste 200 Denver, CO 80204 <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div> </td> </tr> </table>		For the State: Christopher Beall Deputy Secretary of State Colorado Department of State 1700 Broadway, Suite 550 Denver, CO 80290 Chris.Beall@coloradosos.gov	For Contractor: Ilene Nathanson Inline Media, Inc. President & CEO 1123 Auraria Pkwy Ste 200 Denver, CO 80204 <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div>
For the State: Christopher Beall Deputy Secretary of State Colorado Department of State 1700 Broadway, Suite 550 Denver, CO 80290 Chris.Beall@coloradosos.gov	For Contractor: Ilene Nathanson Inline Media, Inc. President & CEO 1123 Auraria Pkwy Ste 200 Denver, CO 80204 <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div>		

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR Inline Media, Inc.</p> <p>DocuSigned by: <i>Ilene Nathanson</i></p> <p><small>DC636201C9404B2</small></p> <p>By: Ilene Nathanson, President & CEO</p> <p style="text-align: right;">Date: <u>August 4, 2022</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of State Jena M. Griswold, Secretary of State</p> <p>DocuSigned by: <i>Christopher Beall</i></p> <p><small>7C7BA4DE09A548E</small></p> <p>By: Christopher Beall, Deputy Secretary of State</p> <p style="text-align: right;">Date: <u>August 4, 2022</u></p>
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In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Leila Boulton

By: C9F6259C9E6E402
Rachael Kamlet, OSC Delegate
Leila Boulton OSC Delegate

Effective Date: August 8, 2022

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

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

C. [Intentionally Deleted – Reserved]

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. **"Contract"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- E. **"Contract Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- G. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by Contractor.
- H. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

- I. **“End of Term Extension”** means the time period defined in §2.D.
- J. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. **“Extension Term”** means the time period defined in §2.C.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- N. **“Initial Term”** means the time period defined in §2.B.
- O. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- P. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- Q. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- R. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- S. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- T. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- U. **“Subcontractor”** means any third party engaged by Contractor to aid in performance of the Work.
- V. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.

- W. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the amounts and other conditions set forth in Exhibit A.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Contract.

ii. Interest

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

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

6. REPORTING - NOTIFICATION

A. Reports Upon Request by CDOS

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, upon request by CDOS, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the request or at such time as otherwise specified by the State.

B. Litigation Reporting

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

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an

agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor’s performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor’s performance in a manner that does not unduly interfere with Contractor’s performance of the Work.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use

by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the

State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

- D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

B. General Liability

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

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

C. [Intentionally Deleted – Reserved]

D. [Intentionally Deleted – Reserved]

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

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

H. Primacy of Coverage

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

I. Cancellation

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

J. Subrogation Waiver

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

K. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

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

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

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

e. Intellectual Property

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

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party’s principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. [Intentionally Deleted – Reserved]

iii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

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

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State’s contract management system (“Contract Management System” or “CMS”). Contractor’s performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

17. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

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

O. Third Party Beneficiaries

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

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

T. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless

the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

iv. **Accessibility Indemnification**

Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

U. **Accessibility**

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and

28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

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

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

EXHIBIT A, STATEMENT OF WORK

This Statement of Work (“SOW”) is entered into by and between the Colorado Department of State (“CDOS”) and Inline Media, Inc. (“Contractor”).

Background

CDOS strives to provide the public with accurate, reliable information about our election process and to ensure the public that our elections are secure, and that disinformation is being actively combated. To meet these goals, CDOS requires additional support to counter mis- and disinformation efforts targeting elections in Colorado.

In recent years, there has been a surge in mis- and disinformation around elections in Colorado and nationally. Sophisticated foreign actors continue to seek ways to undermine our democracy by disseminating mis- and disinformation on social media that corrodes voter confidence. This lack of confidence in the legitimacy of our election processes and results ultimately leads to a constituency that is distrusting of their community members, elected representatives, state institutions, and government beyond Election Day.

To combat this mis- and disinformation, it is essential that the Department of State engage in proactive messaging to connect with voters, instill confidence in our elections, and provide accurate information about Colorado’s election process and security. In the absence of promoted trusted sources of information, voters may rely upon inaccurate media and guidance from social media or elsewhere. The Department believes a proactive outreach initiative to provide accurate information and direct voters to trusted sources, such as the Secretary of State’s website and local county clerks’ offices, is a critical strategy in pushing back against the mis- and disinformation that we anticipate will continue to proliferate around our elections.

In the absence of such an initiative, the Department fears that mis- and disinformation will continue to grow and negatively affect voter confidence, thus hampering voter participation in future elections. The authority of democratic government is predicated on citizens’ engagement and their trust in the fairness and accuracy of the election system. Therefore, it is essential that as a state we support public participation in our democracy and direct Coloradans to trusted sources of elections information.

Goals

The Department seeks to counter mis- and disinformation, instill greater voter confidence, and boost voter participation through a comprehensive communications effort. We aim to counter mis- and disinformation that is certain to occur during the 2022 General Election by proactively disseminating quality information about the election process and election security in addition to directing voters to trusted sources for more information about Colorado’s elections.

As a part of this effort, we seek to reach voters early which makes them less susceptible to false or misleading information and more likely to not only rely on trusted sources of information but also provide accurate information to their friends and family. By proactively directing voters to the Secretary

of State's website and to contact their local county clerk, we can ensure more voters are getting the correct information on the election process and election security,

To reach voters, we will need to produce new creative digital content targeting specific audiences for example, Spanish language content given recent efforts to target Hispanic voters. The Department must also address recent attempts to undermine confidence in Colorado's election system which requires easy to understand digital content, both video and still to be disseminated using digital and traditional platforms. The goal for this content is to explain the State's election system and security protocols to ensure voter confidence. This plan aims to build on the success of the effort in 2020 where the state had record high levels of voter participation despite the pandemic and high levels of mis- and disinformation. With a successful communications effort we can expect similar results in the 2022 General Election.

Data: The State must not share any PII, PHI, PCI, CJI, Tax Information or State personal records to Contractor or any of Contractor's Subcontractors.

Description of Services

Contractor shall complete the work as described in this SOW. The CDOS shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this SOW. This Contract is funded by the federal Help America Vote Act (HAVA) Election Security grant and as such, the content funded by HAVA is focused on improving the administration of federal elections by combating mis- and disinformation.

Subcontracting

CDOS consents to the Contractors use of Global Prairie as a subcontractor, and as such, the requirements of §17.B of the contract shall not apply to this subcontractor. However, any additional subcontracting, including any change in subcontractors, shall follow the requirements of §17.B of this Contract.

Media Buy

Contractor will be planning and providing placement services for media ad buys. The goals of these media buys are to increase confidence that Colorado elections are secure and combat mis- and disinformation.

Contractor will utilize existing content and graphics/assets and develop as appropriate new content for the initiative. Contractor will provide a creative process that will include basic concepts of a few ideas for the campaign which CDOS will review and approve. The Contractor will then take that directive and flesh out the advertising initiative into creative elements such as any potential radio and TV scripting and storyboards, digital banner ad layouts, social media ads, print layouts, etc. as needed. Media production could include elements such as TV / Video Production, Radio production, Digital banner and specialty ads, Social Media posts and ads.

Contractor shall provide account management with in-depth attention to organizing, planning, supervising and reviewing all projects and budgets in progress at any time if requested so CDOS. Contractor shall commit to a level of service (number and experience of employees and corresponding number of full-time equivalents) as they determined in their response to this solicitation and shall maintain that level of service throughout the term of the contract.

The Contractor shall provide any and/or all, but not necessarily limited to, the following services for media, customarily performed by a modern, professional, full-service marketing or advertising or public relations organization in order to assist any state agency, institution of higher education, political subdivision, or registered non-profit organization of the State of Colorado in fulfilling goals specified by the CDOS.

The media services that will be used by CDOS include, but are not limited to:

- a) Print advertising (newspapers, magazines, business journals)
- b) Radio
- c) Television
- d) Internet (Website design, social media etc.)
- e) Billboards and other out of home advertising
- f) Creative Services
- g) Brand and vision strategy
- h) Account Management
- i) Public Relations
- j) Media Buying (all venues)
- k) Consulting
- l) Video Production

Unless otherwise specified herein, Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services in accordance with the SOW to the sole satisfaction of CDOS. All materials produced under this solicitation are to be of the highest broadcast quality and accessible to all audiences.

Media Planning / Placement / Tracking

CDOS will work in tandem with Contractor to develop ideas and strategies for this initiative. Contractor will source and review market opportunities for all media such as TV, Cable, billboards and other out-of-home advertising, Radio, Digital, Streaming TV and Streaming Radio, Social Media (Facebook, Instagram, Twitter, etc.) and special placed media for consideration for media plan. Upon review of goals and initiative directives a strategic media plan will be presented to CDOS for review and approval. Once plan is approved, Contractor will prepare placement of advertising with each vendor. This will include all scheduling and spec sheets for creative team, trafficking of all materials to vendors and follow-up for invoice and proof of performance. Throughout the media placement Contractor will monitor, optimize, and adjust media for optimal delivery and provide reports (and any adjustment recommendations) to client. Contractor will provide reporting on weekly basis or as often as requested by CDOS.

Campaign Development

Contractor will take existing content, directives and graphics/assets and incorporate as appropriate into a new initiative for the Colorado Voters. The new initiative will focus on proactively disseminating quality information about election security and the election process in order to combat mis- and disinformation. The initiative will also use best practices for combatting mis- and disinformation such as alerting voters to the prevalence of such information and providing ways to find accurate information.

The initiative will switch from preexisting content, to creating new creative content by October 1, 2022. New creative content will be informed by research conducted by Corona Research Inc. (d.b.a. Corona Insights). However, the creation of the new content can begin prior to the completion of research on mis- and disinformation in elections. Once the research is completed, the new initiative and creative content will be reviewed and adjusted to ensure that it is in line with research findings.

The initiative will:

- Proactively direct voters to the Secretary of State's website and to contact their local county clerk, to ensure more voters are getting the correct information.
- Use existing and new creative digital content targeting specific audiences for example, Spanish language content given recent disinformation efforts to target Hispanic voters.
- Produce digital content, both video and still to be disseminated using digital and traditional platforms explaining: How to get accurate election information, how the State's election system works and the State's election security protocols to ensure voter confidence.
- Reach voters early which makes them less susceptible to false or misleading information and more likely to not only rely on trusted sources of information but also provide accurate information to their friends and family.

The Contractor will provide a creative process that will include basic concepts of a few ideas for the initiative which the CDOS will review and approve. Contractor will then take that directive and flesh out the initiative into creative elements such as any potential radio and TV scripting and storyboards, digital banner ad layouts, social media ads, print layouts, etc. Media production could include elements such as TV / Video Production, Radio production, Digital banner and specialty ads, Social Media posts and ads.

CDOS will provide strategic direction in conjunction with the Contractor for key communications as well as provide assets from any past initiatives that will support the creation of the new initiative. Contractor will provide full account management for project including status update development, meeting scheduling, review/approval sessions and sign-off, budget management and approvals, timeline, team scheduling and overall management to keep projects scheduled, on time and on budget.

Pricing/Rates

The rates for both Media buy, and Campaign Development are set forth in the **Deliverables** Section below. The maximum amount payable under each deliverable is the maximum amount CDOS may spend on that deliverable, however, CDOS is not required to spend the full amount on any deliverable.

Deliverables

Deliverable #1: Media Buy

Description: TV/Digital media buy for previously made content during the month immediately upon execution of contract. To start as soon as possible after the Effective Date and to end September 1, 2022, unless otherwise agreed upon by CDOS and the contractor.

Total Cost for Media Buy: \$1,045,000.00

Total Commission (at 5%): \$55,000.00

Maximum amount payable for Deliverable 1: \$1,100,000.00

Deliverable #2: Content Creation and Placement

Description: Development and placement of additional creative digital and traditional content for combating disinformation initiative from September 1, 2022 – December 31, 2022. Content must be finalized no later than October 10, 2022. Some content may run past the November election depending on funding available.

Production Hard Cost (non-commissionable): \$100,000.00

Total New Content Placement Cost: \$850,000.00

Total Commission Allowed: \$150,000.00

Maximum amount payable for Deliverable 2: No more than \$1,100,000.00. A determination on whether this funding will be available to be made by CDOS and conveyed to Contractor in writing not later than September 2, 2022.

Deliverable #3: Weekly Reporting

Description: From execution of contract – November 11, 2022, a weekly Friday email recapping progress towards deliverables, next steps, and data on media buy reach. From November 12, 2022 – December 31, 2022, biweekly Friday email on effectiveness of 2022 general election initiative and ongoing/outstanding work.

Agency fee for Deliverable #3 is included in Deliverable #2.

Payment

Contractor payment for the services delineated above is contingent on satisfactory performance as determined by CDOS. Contractor must submit invoices to Michael Whitehorn (Michael.Whitehorn@ColoradoSOS.gov) and Annie Orloff (Annie.Orloff@ColoradoSOS.com) with a copy to Finance@ColoradoSOS.gov within seven calendar days following the last day of the month in which services were performed. However, payment for services rendered for **Deliverable #1: Media Buy**, may be paid upon receipt of an invoice from Contractor. Invoices must include the CORE Contract Number on the Cover Page and the list of deliverables addressed. The payment schedule for this Contract is detailed in the table immediately below.

Deliverable	Maximum Amount Payable
# 1 – Media Buy for Previously-developed Content	\$1,100,000.00
#2 – Content Creation and Placement	\$1,100,000.00
#3 – Weekly Reporting	\$0.00 (included in #2)
Cumulative Contract Maximum Amount Payable	\$2,200,000.00

All invoices submitted to CDOS for payment shall be itemized and include appropriate back-up materials supporting each invoice. Back-up materials may include a signed copy of the cost estimate for the job, other supplier invoices for outside services, and/or written explanations or justifications for any overages that may have occurred.

Backup Requirements

All invoices submitted to CDOS for payment shall be itemized and include appropriate back-up materials supporting each invoice. Back-up materials may include a signed copy of the cost estimate for the job,

other supplier invoices for outside services, and/or written explanations or justifications for any overages that may have occurred.



U.S. BANK
P. O. Box 6343
Fargo, ND 58125-6343



ACCOUNT NUMBER ****_****_****_9810

AMOUNT DUE \$0.00



000097833 01 SP 106481451618277 S
ALEXANDER GODDARD
CO DEPT OF STATE
1700 BROADWAY SUITE 550
DENVER CO 80290-1708

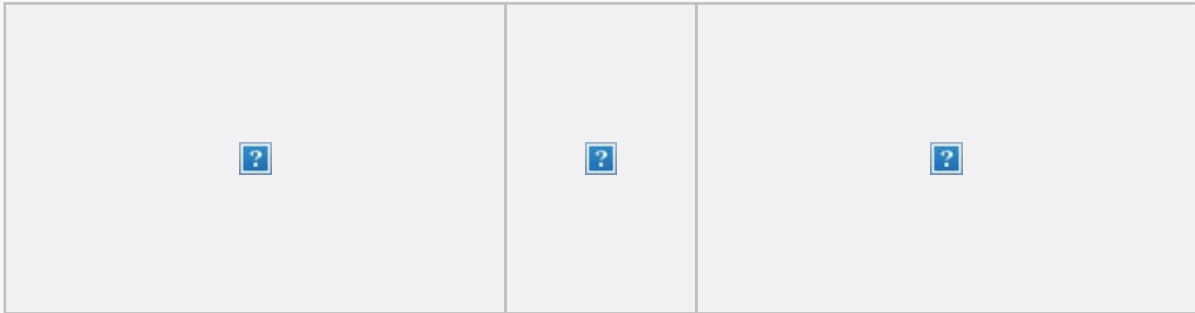
"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

MESSAGES:

TRAN DATE	POST DATE	MCC CODE	TRANSACTION DESCRIPTION	REFERENCE #	AMOUNT
01-13	01-14	8999	DAYBOOK LISTING HTTPWWW.DAYB CA	24492162013000030421224	70.00
01-13	01-17	7361	PR JOBS LIST LLC 000-0000000 CO	24121572014000013130022	275.00

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER ****_****_****_9810	ACCOUNT SUMMARY PURCHASES, FEES & ADJUSTMENTS \$845.00
	STATEMENT DATE 01/25/22	CHECKS/CASH ADVANCES \$0.00
MANAGING ACCOUNT NUMBER ****_****_****_1375 CONTACT AND ADDRESS VAA ONECARD DEPT. OF STATE 1700 BROADWAY STE 550 DENVER, CO 80290		DISPUTE AMOUNT \$0.00
		CREDITS \$0.00
		STATEMENT TOTAL \$845.00

From: Daybook
To: Alex Goddard
Subject: [EXTERNAL] Your Daybook receipt [#1997-5020]
Date: Thursday, January 13, 2022 12:10:06 PM



Receipt from Daybook

Receipt #1997-5020

AMOUNT PAID	DATE PAID	PAYMENT METHOD
\$70.00	January 13, 2022	Visa - 9810

SUMMARY

Daybook Listing	\$70.00
Amount charged	\$70.00

If you have any questions, contact us at support@daybook.com or call at +1 571-306-3403.

Something wrong with the email? [View it in your browser.](#)


You're receiving this email because you made a purchase at Daybook, which partners with [Stripe](#) to provide invoicing and payment processing.

Receipt

PAID

Payment To:

AndrewHudsons Jobs
5130 South Hanover Way
Englewood, CO
United States 80111

 Invoice Logo

Bill To:
Colorado Department of State
1700 Broadway, Suite 550
Denver, Colorado
United States 80290
7205912493

Order#: 29226
Order Date: 2022-01-13
Payment Date: 2022-01-13

Order Summary

Item	Unit Price	Quantity	Item Total
30-Day Job Posting Associated Job Title: Executive Assistant and Special Projects Manager	250.00 USD	1	250.00 USD
Featured Job Upgrade Associated Job Title: Executive Assistant and Special Projects Manager	25.00 USD	1	25.00 USD

Subtotal: 275.00 USD
Total : 275.00 USD
Total Paid: 275.00 USD

Last Payment Method
Pay with Credit Card

Payment history
Jan. 13, 2022, noon
275.00 USD (Pay with Credit Card)

Adjustments



From: [Chris Beall](#)
To: [Carla Moore](#); [Brad Lang](#)
Subject: Approval for payment of OneCard statement for Alex Goddard
Date: Thursday, February 3, 2022 2:08:00 PM
Attachments: [\(8A\) Statement 01.25.22 - A. Goddard.pdf](#)
[image001.png](#)

Brad/Carla,

I have reviewed the OneCard statement for Alex Goddard, and this is approved for payment.

Thanks,
Chris

Christopher P. Beall
Deputy Secretary of State
303.860.6902
Chris.Beall@ColoradoSoS.gov
1700 Broadway, Suite 550
Denver, CO 80290



#	OneCard Statement Submission
1	<i>Travel Expense Documentation (if applicable)</i> <ul style="list-style-type: none"> • Receipt for each expense charged to the OneCard during the work-related trip • Completed travel expense reimbursement form • Supervisory approval of Travel Expense Reimbursement Form
2	<i>Purchase Card type expenses</i> <ul style="list-style-type: none"> • Receipt for each purchase on OneCard • Individual approvals (if applicable)
3	<i>Official Function Expenses (if applicable)</i> <ul style="list-style-type: none"> • Provide receipt for expenses • Provide Official Function Form with approval
4	<i>Disputed Charges (if applicable)</i> <ul style="list-style-type: none"> • Provide documentation noting that a charge was incorrectly charged to the OneCard • Describe the efforts you have made with merchant to resolve the dispute and/or indicate whether you have already contacted US Bank about this matter

“I understand and agree that the Department will monitor the use of the Commercial Card and that I will be personally liable for any unauthorized use thereof.

I acknowledge and agree that the State of Colorado has the right, to the extent authorized by law, to deduct any unauthorized charges from: (a) my next available pay, if I do not pay back to the State any unauthorized charges within 30 days of the date of the statement on which the unauthorized charges appear; (b) my subsequent pay, if the deduction from my next pay is not sufficient to repay the full amount of the unauthorized charges; and (c) my final pay, upon termination of my employment with the State or transfer to another State agency; until all unauthorized charges are paid in full.

I understand that in the case of my willful or negligent default of my obligations under this Agreement, the Department may take any action, in accordance with State Personnel Board rules and other applicable law, for the recovery of unpaid amounts and/or the imposition of appropriate corrective or disciplinary action permitted under the State Personnel Board rules and other applicable law. If the Commercial Card is lost, stolen, or compromised in any manner, I shall immediately notify the Department’s Program Administrator.”

Statement Total:	8450.37
	<hr/>
Amount of work-related expenses:	8450.37
	<hr/>

Employee Signature:		Date: <u>March 4, 2022</u>	Carla Moore
Division Approver Signature:		Date: <u>March 8, 2022</u>	Kathryn Mikeworth





U.S. BANK
 P. O. Box 6343
 Fargo, ND 58125-6343



ACCOUNT NUMBER ****_****_****-9869

AMOUNT DUE \$0.00



000096593 01 SP [REDACTED] S
 CARLA MOORE
 CO DEPT OF STATE
 1700 BROADWAY SUITE 550
 DENVER CO 80290-1708

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

MESSAGES:

TRAN DATE	POST DATE	MCC CODE	TRANSACTION DESCRIPTION	REFERENCE #	AMOUNT
01-25	01-26	2741	STICKERGIANT.COM 303-848-8174 CO	24801972025200558702047	353.42
01-26	01-27	8220	DU TOUCHNET 303-871-4568 CO	24270762026206109200049	1,980.00
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER ****_****_****-9869	ACCOUNT SUMMARY PURCHASES, FEES & ADJUSTMENTS \$8,450.37
	STATEMENT DATE 02/25/22	CHECKS/CASH ADVANCES \$0.00
MANAGING ACCOUNT NUMBER ****_****_****-1375		DISPUTE AMOUNT \$0.00
CONTACT AND ADDRESS VAA ONECARD DEPT. OF STATE 1700 BROADWAY STE 550 DENVER , CO 80290		CREDITS \$0.00
		STATEMENT TOTAL \$8,450.37



StickerGiant.com Inc.
Accounts Receivable
880 Weaver Park Rd.
Longmont, CO 80501
Ph (303) 774-7900
Fax (303) 200-8778

Date 1/27/2022

Job # 457624

Customer PO #

Billing Info

Colorado Department Of State
Carla Moore
1700 Broadway
Suite 550
Denver, CO 80290
DJ.Davis@coloradosos.gov
303-860-6909

Shipping Info

Colorado Department Of State
D. J. Davis
17036 E 106th Ave
Commerce City, CO 80022
Usa
303-860-6909
DJ.Davis@coloradosos.gov
Shipping via: UPS Ground

Description	black bg Go Code Colorado	Est Ship Date	1/28/22
Qty Ordered	500	Final Size	2 x 2
Type	DIE CUT		
Shape	Circle		
Stock	Matte Laminated White Polypropylene		
# Colors	4		
Inks	CMYK	Item Price	\$154.98
Finish	Die Cut		
Rewind Position			

Description	red bg Go Code Colorado	Est Ship Date	1/28/22
Qty Ordered	500	Final Size	3 x 3
Type	DIE CUT		
Shape	Square with rounded corners		
Stock	Matte Laminated White Polypropylene		
# Colors	4		
Inks	CMYK	Item Price	\$217.17
Finish	Die Cut		
Rewind Position			

Subtotal \$372.15

Discount \$34.75

Shipping \$0.00

Sales Tax \$16.02

Payment Type Credit Card

TOTAL INVOICE \$353.42

(USD)

PAID IN FULL Balance \$0.00

The following info was submitted

Order Number: [7482271](#)

Shipping Method: Free Shipping

Payment Details: Visa xxxx-xxxx-xxxx-9869, Expires 06/2025, Transaction Ref: 63499720669

Shipping Address:

D. J. Davis 17036 E. 106th Ave,
Commerce City, CO, US, 80022

Billing Address:

Carla Moore 1700 Broadway, Suite 550,
Denver, CO, US, 80290

Order Summary

Paid items

(Prices shown in USD)



[View sticker details](#)

QUANTITY

500

PRICE

154.98



[View sticker details](#)

QUANTITY	500
----------	-----

PRICE	217.17
-------	--------

Subtotal:	\$372.15
Shipping & Handling:	\$0.00
Sales tax:	\$16.02
Total discount:	- \$34.75
Order total:	\$353.42

Help us to get better

(optional) - How did you hear about us?

[SEND FEEDBACK](#)

[CUSTOMER SERVICE](#)

From: [DJ Davis](#)
To: [Carla Moore](#); [Heather Stafford](#)
Subject: FW: [EXTERNAL] Shipment Notification from StickerGiant for Order # 457624
Date: Monday, January 31, 2022 9:55:56 AM

Hi Carla/Heather – the stickers have arrived & look just like the proofs!

D. J.

From: Anne (StickerGiant) <support@stickergiant.com>
Sent: Friday, January 28, 2022 3:10 PM
To: DJ Davis <DJ.Davis@coloradosos.gov>
Cc: notifications@stickergiant.com
Subject: [EXTERNAL] Shipment Notification from StickerGiant for Order # 457624

Anne (StickerGiant)

Jan 28, 2022, 3:10 PM MST

Thank you for shopping at StickerGiant.

Your order 457624 has shipped!

SEE IT BEFORE WE PACKED IT UP!

Shipping Address

Colorado Department Of State

D. J. Davis

17036 E 106th Ave

Commerce City, CO 80022

Usa

Order Number

[457624](#)

Shipping Method

UPS Ground

Tracking Number

[1Z12Y17R0390440505](#)

303-860-6909

DJ.Davis@coloradosos.gov

Please let me know if you have any questions.

Anne

Customer Success Associate

T: 866.774.7900

We are still experiencing impacts on our turnaround times due to manufacturing constraints. We are working on improving daily but are experiencing some potential delays of 2 - 4 days on print times.

StickerGiant



[STICKER STORIES](#) | [PRIVACY POLICY](#)

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880 Weaver Park Road, Longmont, CO 80501 | [\(866\) 774-7900](tel:8667747900)

From: [Finance](#)
To: [Carla Moore](#)
Subject: FW: [EXTERNAL] Mailchimp Order
Date: Wednesday, February 2, 2022 8:25:16 AM

From the finance inbox

From: No Reply - Mailchimp <no-reply@mailchimp.com>
Sent: Wednesday, February 2, 2022 12:46 AM
To: Finance <Finance@coloradosos.gov>
Subject: [EXTERNAL] Mailchimp Order



Your order has been processed.

Order MC14676697

Processed on Feb 02, 2022 12:46 am Denver.

Monthly plan	\$69.99
2701 - 5000 subscribers.	

Two-factor authentication (10%) - expires 02/02/2022 Discount	-\$7.00
Two-factor authentication Discount	

Tax	\$0.00
State Sales/Use	

Tax	\$0.00
District Sales/Use	

Tax	\$3.03
City Sales/Use	

Tax Rate: 4.81%

Paid via Visa ending in **9869** which expires **06/2025**

\$66.02

on February 2, 2022

Balance as of February 2, 2022

\$0.00

Issued to

Carla Moore
gocodecolorado
finance@coloradosos.gov
GoCodeColorado
1700 Broadway Ste 550 Denver, CO 80290-1201
3038606909
Tax ID: 840644739

Issued by

Mailchimp
c/o The Rocket Science Group, LLC
675 Ponce De Leon Ave NE
Suite 5000
Atlanta, GA 30308 USA
www.mailchimp.com
Tax ID: US EIN 58-2554149

[View In Your Account](#)

Tax was applied to this purchase.

© 2001-2022 Mailchimp®, All Rights Reserved.

675 Ponce De Leon Ave NE • Suite 5000 • Atlanta, GA 30308 USA

[Contact Us](#) • [Terms of Use](#) • [Privacy Policy](#) • [Unsubscribe](#)

Payment Receipt

Colorado Screen Print & Embroidery, Inc

3333 Mariposa Street
Denver, CO 80211

Received From
Business Intelligence Center/Go Code D.J. Davis 1700 Broadway, Suite 550 Denver, CO 80290

Date	2/15/2022
Payment Method	Visa
Check/Ref No	

Payment Amount	\$5,181.31
Total Amount Due	\$5,181.31

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied
1/4/2022	35667	\$4,906.80	\$4,906.80
1/4/2022	35668	\$1,195.24	\$274.51

Phone #
██████████



BRANDING APPAREL SINCE 1983

303-433-0001
www.dspe.us

4400 Garfield
Denver, CO 80216

Client Confirmation

Date	Invoice #
1/4/2022	35670

Bill To	
Business Intelligence Center/Go Code D.J. Davis 1700 Broadway, Suite 550 Denver, CO 80290	
Customer Phone	303-860-6952

Ship To	
Resale ID No.	

P.O. Number	Terms	Rep	Due Date	Ship Date	Ship Via	F.O.B.
VAA 202200...	50% down COD	KG	02/28/2021	2/28/2022	Pick-up	

Qty	Item	Description	Style	Color	SM/MD	LRG	XL	XXL	Price	Amount
2	115	Display Products	262162 Retractor Kit	Full Color		2			265.06	530.12
7	115	Display Products	304364 Banner (3'x6')	Full Color		7			68.74	481.18
8	115	Display Products	109022 Table Cloth (8')	Full Color		8			225.81	1,806.48
3	108	Set up Fee Per Product Style							40.00	120.00
	104	Imprint Position & Color(s): Dimentions & imagery attached to artwork product templates							0.00	0.00
	000	Special Instructions Kelsey to order Proof Requested State & City Sales Tax							0.00	0.00
									8.81%	0.00
									Total	\$2,937.78



BRANDING APPAREL SINCE 1983

303-433-0001
www.dspe.us

4400 Garfield
Denver, CO 80216

Client Confirmation

Date	Invoice #
1/4/2022	35668

Bill To	
Business Intelligence Center/Go Code D.J. Davis 1700 Broadway, Suite 550 Denver, CO 80290	
Customer Phone	303-860-6952

Ship To	
Resale ID No.	

P.O. Number	Terms	Rep	Due Date	Ship Date	Ship Via	F.O.B.
VAA A 2022...	50% down COD	KG	02/28/2022	2/28/2022	Pick-up	

Qty	Item	Description	Style	Color	SM/MD	LRG	XL	XXL	Price	Amount
168	115	16oz Pint Glass	80-68016 Glass	Full Color		168 (...)			6.43	1,080.24
1	110	Add on: E-Proof							15.00	15.00
1	110	Add on: Product Proof							50.00	50.00
1	108	Set Up							50.00	50.00
	104	Imprint Position & Color(s): Dimentions & imagery attached to artwork product templates							0.00	0.00
	000	Special Instructions Kelsey to press check State & City Sales Tax							0.00	0.00
									8.81%	0.00
									Total	\$1,195.24



BRANDING APPAREL SINCE 1983

303-433-0001
www.dspe.us

4400 Garfield
Denver, CO 80216

Client Confirmation

Date	Invoice #
1/4/2022	35667

Bill To	
Business Intelligence Center/Go Code D.J. Davis 1700 Broadway, Suite 550 Denver, CO 80290	
Customer Phone	303-860-6952

Ship To	
Resale ID No.	

P.O. Number	Terms	Rep	Due Date	Ship Date	Ship Via	F.O.B.
VAAA 2022...	50% down COD	KG	02/28/2022	2/28/2022	Pick-up	

Qty	Item	Description	Style	Color	SM/MD	LRG	XL	XXL	Price	Amount
51	117	Go Code T-Shirts	AL2004 Unisex	Aluminum	4 / 9	24	14		13.96	711.96
1	117	Go Code T-Shirts	AL2004 Unisex	Aluminum				1 / x x x	19.96	19.96
24	117	Go Code T-Shirts	AL2004 Unisex	Olive	2 / 5	11	6		13.96	335.04
1	117	Go Code T-Shirts	AL2004 Unisex	Olive				1 / x x x	19.96	19.96
5	117	Go Code T-Shirts	AL2004 Unisex	Vino	0 / 3	1	1		13.96	69.80
230	117	Go Code T-Shirts	AL2004 Unisex	Black	40 / 60	85	45		13.96	3,210.80
15	117	Go Code T-Shirts	AL2004 Unisex	Black				15 / x x	15.96	239.40
3	117	Go Code T-Shirts	AL2004 Unisex	Black				3 / x x x	19.96	59.88
8	108	Initial Set-up Custom Printing							30.00	240.00
	104	Imprint Position & Color(s): 4 Color + Underbase Front: 6" Wide, 3" Down 2 Color + Underbase Back: 12" Wide, 4" Down Plastisol Black White Red 180C Gold 150C Underbase							0.00	0.00
	000	Special Instructions Kelsey to press check State & City Sales Tax							0.00	0.00
									8.81%	0.00
									Total	\$4,906.80



BRANDING APPAREL SINCE 1983

303-433-0001
www.dspe.us

4400 Garfield
Denver, CO 80216

Client Confirmation

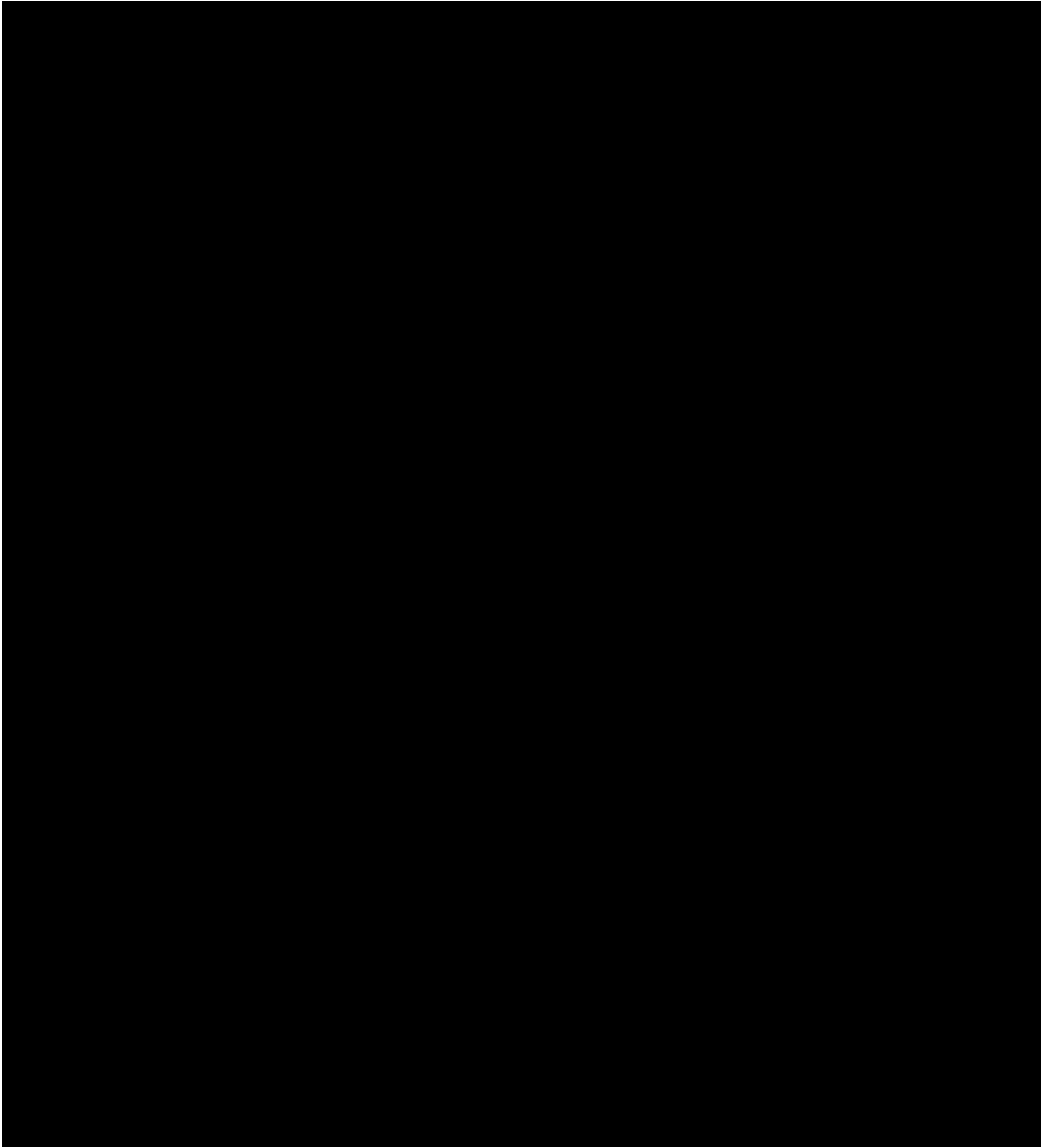
Date	Invoice #
1/4/2022	35669

Bill To	
Business Intelligence Center/Go Code D.J. Davis 1700 Broadway, Suite 550 Denver, CO 80290	
Customer Phone	303-860-6952

Ship To	
Resale ID No.	

P.O. Number	Terms	Rep	Due Date	Ship Date	Ship Via	F.O.B.
VAAA 2022...	50% down COD	KG	02/28/2021	2/28/2022	Pick-up	

Qty	Item	Description	Style	Color	SM/MD	LRG	XL	XXL	Price	Amount
60	119	Embroidered Items	NE201 Cap	Graphite		60 (O...			20.38	1,222.80
1	108	Digitizing							100.00	100.00
	104	Imprint Position & Color(s): Embroidered Emblem: 2.25" Tall							0.00	0.00
		Jacket Placement: Left Chest, 2.5" Down Cap Placement: Center Crown								
		Closest Matching Threads: Red 1779 Gold 1870 White Black								
	000	Special Instructions Stitchout Requested State & City Sales Tax							0.00	0.00
									8.81%	0.00
									Total	\$1,322.80



From: DJ Davis

Sent: Tuesday, February 15, 2022 8:30 AM

To: Heather Stafford [REDACTED] Carla Moore <Carla.Moore@coloradosos.gov>; Brad Lang <Brad.Lang@coloradosos.gov>

Cc: Emily Skeels [REDACTED]

Subject: FW: Order Confirmations from Denver Screen Print & Embroidery

Importance: High

Hi Heather – all approved. I am looping Carla and Brad in so you can work with them on the ½ up-front payment.

D. J.

From: Heather Stafford [REDACTED]

Sent: Monday, February 14, 2022 2:28 PM

To: DJ Davis <DJ.Davis@coloradosos.gov>

Cc: Emily Skeels [REDACTED]

Subject: [EXTERNAL] FW: Order Confirmations from Denver Screen Print & Embroidery

Hello DJ! Please find attached the proofs and invoices from Denver Screen Print & Embroidery.

We have reviewed the proofs and find them acceptable.

Please review at your earliest convenience and let us know if any questions/concerns.

Next step is for Procurement to phone DSP&E with a CC for the ½ down payment that we discussed previously.

Thank you!

Heather Stafford, CMP
Confluence Communications



206-498-1308
[REDACTED]

From: Kelsey Gannon [REDACTED]

Date: Friday, February 11, 2022 at 11:07 AM

To: [REDACTED]

Subject: Order Confirmations from Denver Screen Print & Embroidery

Attached is a copy of your Order Confirmation & visual mock up. Please look it over and make sure it is correct.

!!!If everything is approved, you can call our office at the number below with your CC & we can run your payment over the phone. We do not schedule your job until this payment is made!!!

The cost per piece includes the cost for the goods & the imprint combined. Please review
When I receive your reply to this email with "confirm" or "approve" & your payment, I will put this order into our production schedule.

If order is incorrect feel free to let me know what I can do to fix it.

Please check for the following:

-Due dates

-Garment sizes, colors & cost

-Size & placement of design

(DO NOT BASE THE MEASUREMENTS OFF OF THE VISUAL, BASE IT OFF OF THE DIMENSIONS)

-Correct art (image, color, & spelling)

Thank you very much for your business; I really appreciate it.

The longer you take to confirm & pay, the farther back your completion date will be

It is your responsibility to review and approve all of the attached files before we can put your order into production

Sincerely,

KELSEY GANNON

Denver Screen Print & Embroidery

4400 Garfield St

Denver, Co 80216

303-433-0001 X 104

Design now online!



U.S. BANK
 P. O. Box 6343
 Fargo, ND 58125-6343



ACCOUNT NUMBER ****_****_****_9810

AMOUNT DUE \$0.00



000094261 01 SP 106481479848141 S
 ALEXANDER GODDARD
 CO DEPT OF STATE
 1700 BROADWAY SUITE 550
 DENVER CO 80290-1708

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

MESSAGES:

TRAN DATE	POST DATE	MCC CODE	TRANSACTION DESCRIPTION	REFERENCE #	AMOUNT
03-15	03-17	7361	PR JOBS LIST LLC 000-0000000 CO	24121572075000074150105	175.00


CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER ****_****_****_9810	ACCOUNT SUMMARY PURCHASES, FEES & ADJUSTMENTS \$597.86
	STATEMENT DATE 03/25/22	CHECKS/CASH ADVANCES \$0.00
MANAGING ACCOUNT NUMBER ****_****_****_1375		DISPUTE AMOUNT \$0.00
CONTACT AND ADDRESS VAA ONECARD DEPT. OF STATE 1700 BROADWAY STE 550 DENVER, CO 80290		CREDITS \$0.00
		STATEMENT TOTAL \$597.86

Receipt

PAID

Payment To:

AndrewHudsons Jobs
5130 South Hanover Way
Englewood, CO
United States 80111

 Invoice Logo

Bill To:
Colorado Department of State
1700 Broadway, Suite 550
Denver, Colorado
United States 80290
7205912493

Order#: 30307
Order Date: 2022-03-15
Payment Date: 2022-03-15

Order Summary

Item	Unit Price	Quantity	Item Total
30-Day Nonprofit Job Post Associated Job Title: Assistant Communications Director	150.00 USD	1	150.00 USD
NONPROFIT Featured Job Upgrade Associated Job Title: Assistant Communications Director	25.00 USD	1	25.00 USD

CC'd to: alex.goddard@sos.state.co.us	Subtotal:	175.00 USD
	Total :	175.00 USD
	Total Paid:	175.00 USD

Last Payment Method
Pay with Credit Card

Payment history
March 15, 2022, 11:14 a.m.
175.00 USD (Pay with Credit Card)

Adjustments



U.S. BANK
 P. O. Box 6343
 Fargo, ND 58125-6343



ACCOUNT NUMBER ****_****_****_9869

AMOUNT DUE \$0.00

000094264 01 SP 106481479848144 S
 CARLA MOORE
 CO DEPT OF STATE
 1700 BROADWAY SUITE 550
 DENVER CO 80290-1708

**"MEMO STATEMENT ONLY"
 DO NOT REMIT PAYMENT**

MESSAGES:

TRAN DATE	POST DATE	MCC CODE	TRANSACTION DESCRIPTION	REFERENCE #	AMOUNT
03-02	03-03	5818	MAILCHIMP 000-0000000 GA	24204292061000163141537	66.02
03-15	03-17	2741	DENVER SCREEN PRINT AND E 303-433-0001 CO	24707802075030045503705	5,181.31
03-19	03-21	5969	THE BUSINESS JOURNALS 866-853-3661 NC	24792622079083338252344	100.00
03-21	03-22	7311	DAILY CAMERA 303-444-3444 CO	24493982081083735072044	171.26
03-21	03-22	5968	TWP*SUB24316131 WAPO.COM DC	24692162080100838798413	104.81
03-21	03-22	5192	GRAND JUNCTION MEDIA INC 970-242-5050 CO	24801972081083153403562	120.00
03-22	03-23	8699	THE COLORADO SUN COLORADOSUN.C CO	24492162081000022331503	239.00
03-22	03-23	7311	IN *CIRCUIT MEDIA LLC 303-2921212 CO	24692162081100797875573	100.00

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER ****_****_****_9869	ACCOUNT SUMMARY PURCHASES, FEES & ADJUSTMENTS \$7,090.74
	STATEMENT DATE 03/25/22	CHECKS/CASH ADVANCES \$0.00
MANAGING ACCOUNT NUMBER ****_****_****_1375 CONTACT AND ADDRESS VAA ONECARD DEPT. OF STATE 1700 BROADWAY STE 550 DENVER, CO 80290		DISPUTE AMOUNT \$0.00 CREDITS \$0.00 STATEMENT TOTAL \$7,090.74

From: [Finance](#)
To: [Carla Moore](#)
Subject: FW: [EXTERNAL] Mailchimp Order
Date: Wednesday, March 2, 2022 8:53:00 AM

From the finance inbox

From: No Reply - Mailchimp <no-reply@mailchimp.com>
Sent: Wednesday, March 2, 2022 12:39 AM
To: Finance <Finance@coloradosos.gov>
Subject: [EXTERNAL] Mailchimp Order



Your order has been processed.

Order MC14851809

Processed on Mar 02, 2022 12:38 am Denver.

Monthly plan	\$69.99
2701 - 5000 subscribers.	

Two-factor authentication (10%) - expires 03/02/2022 Discount	-\$7.00
Two-factor authentication Discount	

Tax	\$0.00
State Sales/Use	

Tax	\$0.00
District Sales/Use	

Tax	\$3.03
City Sales/Use	

Tax Rate: 4.81%

Paid via Visa ending in **9869** which expires **06/2025**

\$66.02

on March 2, 2022

Balance as of March 2, 2022

\$0.00

Issued to

Carla Moore
gocodecolorado
finance@coloradosos.gov
GoCodeColorado
1700 Broadway Ste 550 Denver, CO 80290-1201
3038606909
Tax ID: 840644739

Issued by

Mailchimp
c/o The Rocket Science Group, LLC
675 Ponce De Leon Ave NE
Suite 5000
Atlanta, GA 30308 USA
www.mailchimp.com
Tax ID: US EIN 58-2554149

View In Your Account

Tax was applied to this purchase.

© 2001-2022 Mailchimp®, All Rights Reserved.

675 Ponce De Leon Ave NE • Suite 5000 • Atlanta, GA 30308 USA

[Contact Us](#) • [Terms of Use](#) • [Privacy Policy](#) • [Unsubscribe](#)

Payment Receipt

Colorado Screen Print & Embroidery, Inc

3333 Mariposa Street
Denver, CO 80211

Received From
Business Intelligence Center/Go Code D.J. Davis 1700 Broadway, Suite 550 Denver, CO 80290

Date	3/15/2022
Payment Method	Visa
Check/Ref No	

Payment Amount	\$5,181.31
Total Amount Due	\$0.00

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied
1/4/2022	35668	\$920.73	\$920.73
1/4/2022	35669	\$1,322.80	\$1,322.80
1/4/2022	35670	\$2,937.78	\$2,937.78

Phone #
██████████

4400 Garfield
Denver, CO 80216

303-433-0001
www.dspe.us



Invoice

Date	Invoice #
1/4/2022	35669

Bill To
Business Intelligence Center/Go Code D.J. Davis 1700 Broadway, Suite 550 Denver, CO 80290

Ship To

PAID
03/15/2022

P.O. Number	Terms	Rep	Due Date	Ship Date	Ship Via	F.O.B.
VAAA 20220000...	50% down COD	KG	02/28/2021	2/28/2022	Pick-up	

Qty	Item	Description	Style	Color	SM/MD	LRG	XL	XXL	Price	Amount
60	122	Embroidered Items	NE201 Cap	Graphite		60 (ON...			20.38	1,222.80
1	108	Digitizing							100.00	100.00
	104	Imprint Position & Color(s): Embroidered Emblem: 2.25" Tall Jacket Placement: Left Chest, 2.5" Down Cap Placement: Center Crown Closest Matching Threads: Red 1639 Gold 1923 White Black							0.00	0.00
	000	Special Instructions Stitchout Requested State & City Sales Tax							0.00	0.00
									8.81%	0.00

									Total	\$1,322.80
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4400 Garfield
Denver, CO 80216

303-433-0001
www.dspe.us



Invoice

Date	Invoice #
1/4/2022	35667

Bill To
Business Intelligence Center/Go Code D.J. Davis 1700 Broadway, Suite 550 Denver, CO 80290

PAID
02/15/2022

Ship To

P.O. Number	Terms	Rep	Due Date	Ship Date	Ship Via	F.O.B.
VAAA 20220000...	50% down COD	KG	Latest: 3/10	3/7/2022	Pick-up	

Qty	Item	Description	Style	Color	SM/MD	LRG	XL	XXL	Price	Amount
47	117	Go Code T-Shirts	AL2004 Unisex	Aluminum	0 / 9	24	14		13.96	656.12
1	117	Go Code T-Shirts	AL2004 Unisex	Aluminum				1 / x x x	19.96	19.96
24	117	Go Code T-Shirts	AL2004 Unisex	Olive	2 / 5	11	6		13.96	335.04
1	117	Go Code T-Shirts	AL2004 Unisex	Olive				1 / x x x	19.96	19.96
2	117	Go Code T-Shirts	AL2004 Unisex	Vino	0 / 0	1	1		13.96	27.92
230	117	Go Code T-Shirts	AL2004 Unisex	Space Black	40 / 60	85	45		13.96	3,210.80
15	117	Go Code T-Shirts	AL2004 Unisex	Space Black				15 / x x	15.96	239.40
3	117	Go Code T-Shirts	AL2004 Unisex	Space Black				3 / x x x	19.96	59.88
4	117	Go Code T-Shirts: Subbed Items	AL2004 Unisex	Vino	4 / 0	0	0		13.96	55.84
3	117	Go Code T-Shirts: Subbed Items	AL2004 Unisex	Olive	0 / 3	0	0		13.96	41.88
8	108	Initial Set-up Custom Printing							30.00	240.00
	104	Imprint Position & Color(s): 4 Color + Underbase Front: 6" Wide, 3" Down 2 Color + Underbase Back: 12" Wide, 4" Down Plastisol Black White Red 180C							0.00	0.00

Total

4400 Garfield
Denver, CO 80216

303-433-0001
www.dspe.us



Invoice

Date	Invoice #
1/4/2022	35667

PAID
02/15/2022

Bill To

Business Intelligence Center/Go Code
D.J. Davis
1700 Broadway, Suite 550
Denver, CO 80290

Ship To

P.O. Number	Terms	Rep	Due Date	Ship Date	Ship Via	F.O.B.
VAAA 20220000...	50% down COD	KG	Latest: 3/10	3/7/2022	Pick-up	

Qty	Item	Description	Style	Color	SM/MD	LRG	XL	XXL	Price	Amount
		Gold 150C Underbase								
000		Special Instructions Kelsey to press check State & City Sales Tax							0.00 8.81%	0.00 0.00

									Total	\$4,906.80
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4400 Garfield
Denver, CO 80216

303-433-0001
www.dspe.us



Invoice

Date	Invoice #
1/4/2022	35668

Bill To
Business Intelligence Center/Go Code D.J. Davis 1700 Broadway, Suite 550 Denver, CO 80290

Ship To

PAID
03/15/2022

P.O. Number	Terms	Rep	Due Date	Ship Date	Ship Via	F.O.B.
VAA A 20220000...	50% down COD	KG	02/28/2022	2/28/2022	Pick-up	

Qty	Item	Description	Style	Color	SM/MD	LRG	XL	XXL	Price	Amount
168	115	16oz Pint Glass	80-68016 Glass	Full Color		168 (1...			6.43	1,080.24
1	110	Add on: E-Proof							15.00	15.00
1	110	Add on: Product Proof							50.00	50.00
1	108	Set Up							50.00	50.00
	104	Imprint Position & Color(s): Dimentions & imagery attached to artwork product templates							0.00	0.00
	000	Special Instructions Kelsey to press check State & City Sales Tax							0.00	0.00
									8.81%	0.00

									Total	\$1,195.24
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4400 Garfield
Denver, CO 80216

303-433-0001
www.dspe.us



Invoice

Date	Invoice #
1/4/2022	35670

Bill To
Business Intelligence Center/Go Code D.J. Davis 1700 Broadway, Suite 550 Denver, CO 80290

Ship To

PAID
03/15/2022

P.O. Number	Terms	Rep	Due Date	Ship Date	Ship Via	F.O.B.
VAA 2022000088...	50% down COD	KG	02/28/2021	2/28/2022	Pick-up	

Qty	Item	Description	Style	Color	SM/MD	LRG	XL	XXL	Price	Amount
2	115	Display Products	262162 Retractor Kit	Full Color		2			265.06	530.12
7	115	Display Products	304364 Banner (3'x6')	Full Color		7			68.74	481.18
8	115	Display Products	109022 Table Cloth (8')	Full Color		8			225.81	1,806.48
3	108	Set up Fee Per Product Style							40.00	120.00
	104	Imprint Position & Color(s): Dimentions & imagery attached to artwork product templates							0.00	0.00
	000	Special Instructions Kelsey to order Proof Requested State & City Sales Tax							0.00	0.00
									8.81%	0.00

									Total	\$2,937.78
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STATE OF COLORADO CONTRACT

COVER PAGE

State Agency Colorado Department of State (CDOS)	Contract Number CORE #: CT, VAAA, 2022-4057 CMS #: 176797																
Contractor Purple Strategies, LLC	Contract Performance Beginning Date The later of the Effective Date or June 16, 2022																
<table border="0" style="width: 100%;"> <tr> <td colspan="2">Contract Maximum Amount</td> </tr> <tr> <td>Initial Term</td> <td></td> </tr> <tr> <td>State Fiscal Year 2022</td> <td style="text-align: right;">\$425,000.00</td> </tr> <tr> <td>Total for All State Fiscal Years</td> <td style="text-align: right;">\$425,000.00</td> </tr> </table>	Contract Maximum Amount		Initial Term		State Fiscal Year 2022	\$425,000.00	Total for All State Fiscal Years	\$425,000.00	<table border="0" style="width: 100%;"> <tr> <td>Initial Contract Expiration Date</td> </tr> <tr> <td>June 30, 2022</td> </tr> <tr> <td>Contract Authority</td> </tr> <tr> <td>Authority to enter into this Contract exists in § 1-1-107 et seq C.R.S. On April 17, 2018, the Colorado Department of State (CDOS) received an initial Help America Vote Act (HAVA) Election Security Award under the Consolidated Appropriations Act of 2018, from the US Election Assistance Commission (EAC). The Award, which includes twenty percent in State matching funds, grants CDOS to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements.” HAVA funds are continuously appropriated to the Department of State pursuant to §1-1.5-106(2)(b) C.R.S.</td> </tr> </table>	Initial Contract Expiration Date	June 30, 2022	Contract Authority	Authority to enter into this Contract exists in § 1-1-107 et seq C.R.S. On April 17, 2018, the Colorado Department of State (CDOS) received an initial Help America Vote Act (HAVA) Election Security Award under the Consolidated Appropriations Act of 2018, from the US Election Assistance Commission (EAC). The Award, which includes twenty percent in State matching funds, grants CDOS to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements.” HAVA funds are continuously appropriated to the Department of State pursuant to §1-1.5-106(2)(b) C.R.S.				
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<p>Contract Purpose CDOS strives to provide the public with accurate, reliable information about our election process and to ensure the public that our elections are secure and that misinformation is being actively combated. To meet these goals, CDOS requires additional support to counter disinformation efforts targeting elections in Colorado. More specifically, academic studies, media reports, and other sources show that foreign adversaries are working to decrease confidence in the electoral system, including the results. Undermining belief in elections—the bedrock of our democracy—is in foreign adversaries’ interests, and CDOS expects these efforts to continue for the coming years. CDOS must combat these efforts and work to maintain Coloradans’ trust in our electoral processes, which are administered by Republicans, Democrats, and Unaffiliated Coloradans.</p>																	
<p>Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract:</p> <ol style="list-style-type: none"> Exhibit A – Statement of Work <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> Colorado Special Provisions in §18 of the main body of this Contract. The provisions of the other sections of the main body of this Contract. Exhibit A, Statement of Work. 																	
<table border="0" style="width: 100%;"> <tr> <td colspan="2">Principal Representatives</td> </tr> <tr> <td style="width: 50%;">For the State:</td> <td style="width: 50%;">For Contractor:</td> </tr> <tr> <td>Christopher Beall</td> <td>Kristen Morgante</td> </tr> <tr> <td>Deputy Secretary of State</td> <td>Purple Strategies, LLC</td> </tr> <tr> <td>Colorado Department of State</td> <td>815 Slaters Lane</td> </tr> <tr> <td>1700 Broadway, Suite 550</td> <td></td> </tr> <tr> <td>Denver, CO 80290</td> <td>Alexandria, VA 22314</td> </tr> <tr> <td>chris.beall@coloradosos.gov</td> <td>kristen.morgante@purplestrategies.com</td> </tr> </table>		Principal Representatives		For the State:	For Contractor:	Christopher Beall	Kristen Morgante	Deputy Secretary of State	Purple Strategies, LLC	Colorado Department of State	815 Slaters Lane	1700 Broadway, Suite 550		Denver, CO 80290	Alexandria, VA 22314	chris.beall@coloradosos.gov	kristen.morgante@purplestrategies.com
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Denver, CO 80290	Alexandria, VA 22314																
chris.beall@coloradosos.gov	kristen.morgante@purplestrategies.com																

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR Purple Strategies, LLC</p> <p>DocuSigned by: <i>Kristen Morgante</i></p> <p><small>9EE0B54475E5401...</small></p> <p>By: Kristen Morgante Chief operating officer</p> <p style="text-align: right;">June 15, 2022 Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of State Jena M. Griswold, Secretary of State</p> <p>DocuSigned by: <i>Christopher Beall</i></p> <p><small>7C7BA4DE09A543F...</small></p> <p>By: Christopher Beall, Deputy Secretary of State</p> <p style="text-align: right;">June 15, 2022 Date: _____</p>
--	--

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Rachael Kamlet

6D1AC497138C48B...

By: Rachael Kamlet, OSC Delegate

June 16, 2022
Effective Date: _____

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

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

C. [Intentionally Deleted – Reserved]

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are

available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§12.A.i.a.**

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Breach of Contract**” means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. “**Contract**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- E. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- G. “**Deliverable**” means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the State by Contractor.
- H. “**Effective Date**” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- I. “**End of Term Extension**” means the time period defined in §2.D.
- J. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. “**Extension Term**” means the time period defined in §2.C.
- L. “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the

Work, as described in §§24-37.5-401, *et seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- N. **“Initial Term”** means the time period defined in §2.B.
- O. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. **“PII”** shall also mean **“personal identifying information”** as set forth at § 24-74-102, *et. seq.*, C.R.S.
- Q. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- R. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- S. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- T. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- U. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- V. **“Subcontractor”** means any third party engaged by Contractor to aid in performance of the Work.
- W. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- X. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. **“Work**

Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract. At no time shall Contractor’s Work or Work Product include the support of any individual candidate for public office.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Contract.

ii. Interest

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

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based

on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

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

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to

perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado

Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor’s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor’s duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

- D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

B. General Liability

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

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

C. [Intentionally Deleted – Reserved]

D. [Intentionally Deleted – Reserved]

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

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

H. Primacy of Coverage

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

I. Cancellation

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

J. Subrogation Waiver

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

K. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

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

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

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

e. Intellectual Property

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

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party’s principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. [Intentionally Deleted – Reserved]

iii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

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

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State’s contract management system (“Contract Management System” or “CMS”). Contractor’s performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

17. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

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

O. Third Party Beneficiaries

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

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

T. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless

the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

U. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.
- iii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

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

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

EXHIBIT A, STATEMENT OF WORK

This Statement of Work (“SOW”), is entered into by and between the Colorado Department of State (“CDOS”) and Purple Strategies, (“Contractor”).

Background

CDOS strives to provide the public with accurate, reliable information about our election process and to ensure the public that our elections are secure and that misinformation is being actively combated. To meet these goals, CDOS requires additional support to counter disinformation efforts targeting elections in Colorado. More specifically, academic studies, media reports, and other sources show that foreign adversaries are working to decrease confidence in the electoral system, including the results. Undermining belief in elections—the bedrock of our democracy— is in foreign adversaries’ interests, and CDOS expects these efforts to continue for the coming years. We must combat these efforts and work to maintain Coloradans’ trust in our electoral processes, which are administered by Republicans, Democrats, and Unaffiliated Coloradans.

Data: The State must not share any PII, PHI, PCI, CJ, Tax Information or State personal records to Contractor or any of Contractor’s Subcontractors.

Description of Services

Contractor shall complete the work as described in this SOW. The CDOS shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this SOW. A portion of this Contract is funded by the federal Help America Vote Act (HAVA) Election Security grant and as such, the portion of the content funded by HAVA is focused on improving the administration of federal elections by combating mis- and disinformation.

The Contractor shall provide two categories of services to CDOS:

Creative Production: Contractor will provide creative concept development, design of graphics for social media, production of a :30 second ad, short digital ad, and static ads further outlined below. Additional assets, including :15 second cut downs and spanish-language subtitled versions of video assets may be provided as needed for to maximize the reach and effectiveness of media placements. The goals of the creative assets developed by Purple Strategies are to: 1) Increase confidence that Colorado elections are secure and combat mis- and disinformation... 2) Inform eligible Colorado residents on how to participate in the 2022 Colorado State Primary Election.

Media Buy: Contractor will be planning and providing placement services for digital ad buys. The goals of these media buys are to: 1) Increase confidence that Colorado elections are secure and comba mis- and disinformation. 2) Inform eligible Colorado residents on how to participate in the 2022 Colorado State Primary Election.

Deliverable	Topic	Production	Media Buy	Total Spend
:30-second digital spot and associated :15 cut-down, Spanish language subtitling, and static images, in-person shoot required	Combatting Mis- and Disinformation	\$25,000.00	\$375,000.00	\$400,000.00
Short digital spot	Reminding unaffiliated voters of primary process and all voters when ballots must be returned in person	\$5,000.00	\$20,000.00	\$25,000.00
Maximum Amount Payable		\$30,000.00	\$395,000.00	\$425,000.00

Table 1: Deliverable Costs

The Timeline section of the SOW below provides deadlines, milestones, and additional details on required approvals for the aforementioned services.

Statement of Work:

Deliverable #1: Development and production of one 30-second digital spot in English. A :15 cut-down may be provided if practical based on the final script, along with a Spanish-language subtitled version and associated static images

- 1) Stock selection and licensing; a limited, no more than one-day shoot; production; editing; audio mix; and shipping.
- 2) Digital spots must be in correct file format for use by social media platforms.
- 3) Associated static images must be formatted for use by social media platforms.

Deliverable #2: Development and production of a short digital spot in English. A :15 cut-down may be provided if practical based on the final script, along with a Spanish-language subtitled version and associated static images.

- 1) A limited, no more than one-day shoot; production; editing; audio mix; and shipping.
- 2) Digital spots must be in correct file format for use by social media platforms.
- 3) Associated static images must be formatted for use by social media platforms.

Deliverable #3: Placement of 30-second digital spot and associated assets on social media platforms.

Deliverable #4: Placement of short digital spot and associated assets on social media platforms.

The Timeline section of the SOW below provides deadlines, milestones, and additional details on required approvals for the aforementioned services

Period of Performance

The period of performance for this Statement of Work shall begin upon the execution of this contract (“Effective Date”) through June 30, 2022 unless this Contract is formally amended.

Pricing

Pricing for the deliverables will be as follows:

Content Creation: The content deliverables will not exceed \$30,000. See Table 2 for payment details.

Media Buys: Digital Media buys will not exceed \$395,000. See Table 1 for payment details.

Payment Terms

Contractor payment for the services delineated above is contingent on satisfactory performance as determined by the State. Contractor must submit invoices to Michael Whitehorn (Michael.Whitehorn@ColoradoSOS.gov) with a copy to Finance@ColoradoSOS.gov within seven calendar days following the last day of the month in which services were performed. Invoices must include the CORE Contract Number on the Cover Page and the list of deliverables addressed. Anticipated invoicing schedule is as follows:

<u>Invoice Number</u>	<u>Completion Milestone</u>	<u>Date</u>	<u>HAVA Funds</u>	<u>Cash Funds</u>	<u>Total</u>
Invoice #1	Production of digital videos and prepayment of digital buy	June 20, 2022	\$400,000.00	\$25,000.00	\$425,000.00
Maximum Amount Payable					\$425,000.00

Table 2 Invoice/Payment Schedule

TIMELINE

Contractor and CDOS agree to the below timeline for the deliverables. Changes to this schedule can be made if mutually agreed to by the Parties in writing Email shall be an acceptable form of written agreement for the purposes of this Contract. In the event CDOS is unable to meet its internal review and approval obligations in accordance with the below timeline, the Contractor will be entitled to additional time to perform their duties, commensurate with the amount of time that CDOS’ review/approval is delayed. All future milestone/review dates will also move based on the corresponding delay(s). More details on Milestones and the project can be found below.

Any deadlines apart from the Contract Term may be adjusted by mutual written agreement of the Contractor and the State. Exclusively for the purposes of modifying deadlines in this Contract, email shall suffice as sufficient written documentation. Adjusting the Contract Term shall require a formal Contract Amendment.

Creative Production: Contractor will work with CDOS to produce all digital content not later than the 5:00 p.m. Mountain Daylight Time on June 23, 2022. Contractor will begin work immediately upon

contract execution and the Contractor and CDOS will follow the below timeline and schedule for the production, review, and approval of the videos. A full production timeline including major project Milestones can be found below. Where noted below, CDOS approval will be provided by Director of Communications Annie Orloff (Annie.Orloff@ColoradoSOS.gov), or her designee (Michael Whitehorn, Michael.Whitehorn@ColoradoSOS.gov), in writing via email.

Media Buys: The Contractor will ensure the digital ads are fully up and running by June 23 2022.

1. No later than the later of June 15, 2022 or the Effective Date – Contractor and CDOS will hold consultations to determine and finalize scripts and logistics for the filming videos. CDOS will provide approval for final scripts in writing via email.
2. No later than June 16, 2022 – Contractor will film required content for the digital ads.
3. No later than June 20, 2022 – Contractor will produce :30 digital content.
4. No later than June 21, 2022 – CDOS will approve and/or provide minor edits to the final videos.
5. No later than June 22, 2022 – Contractor will begin placing media buys.

PURPLE

STRATEGIES

BILL TO: Colorado Department of State
 1700 Broadway
 Suite 550
 Denver, CO 80290

INVOICE: 15132
DATE: 6/22/22
PAYMENT TERMS: NET 45
CORE #: CT, VAAA, 2022-4057
CMS #: 176797

Description	Amount
Purple Strategies Professional Services	
Invoice #1: Production of Digital Videos and prepayment of digital buy	
HAVA Funds	\$400,000.00
Cash Funds	\$25,000.00
Itemized Deliverables:	
Combatting Mis and Disinformation video:	
* Production: \$25,000	
* Media buy total: \$375,000 (Placement \$315,000; Commission \$60,000)	
Short digital video:	
* Production: \$5,000	
* Media buy total: \$20,000 (Placement \$16,800; Commission \$3,200)	
c/o Branch Banking & Trust: 1717 King Street, Alexandria, VA 22314 Bank Contact Name: Ana Clavel, Bank Phone Number: 703-549-8262 ABA Routing Number: [REDACTED] (Credit to: Purple Strategies, LLC Escrow Account) Acct. Number: [REDACTED]	
AMOUNT DUE	\$425,000.00



SRG • 1801 13th Street • Ste. 400 • Boulder, CO 80302 • p 303-381-6400 • www.srg.com

Colorado Secretary of State
Colorado Department of State
1700 Broadway, Suite 200
Denver, CO 80290

MEDIA INVOICE

Invoice Number : 002561

Date : 8/2/2021

Due : 9/16/2021

Page : 1 of 1

	Order Months	Bill Amount
Order: 000308 - Google Paid Search		
	Aug 21-Dec 21	20,000.00
Vendor Total:		20,000.00
Total		20,000.00
		Total \$20,000.00

Sterling Rice Group, Inc. Tax ID: 84-0930546

PLEASE REMIT IN U.S. DOLLARS

-To pay by ACH Bank Name: The Clearing House Payments Company L.L.C ABA: [REDACTED]
Account Name: Sterling-Rice Group Inc Account No.: [REDACTED] Account Type: Business Checking

Sterling Rice Group only accepts bank/wire transfers with no bank charges/fees to us.

-To pay by DOMESTIC WIRE Bank Name: BOK Financial, Denver, CO ABA: [REDACTED]
Account Name: Sterling-Rice Group Inc Account No.: [REDACTED]

-To pay by INTERNATIONAL WIRE Receiving Bank Name: BOKF, N.A. One Williams Center, Tulsa, OK 74172
SWIFT: BAOKUS44XXX Beneficiary Account Name: Sterling-Rice Group Inc Beneficiary Account No.: [REDACTED]

When paying by either ACH or wire, please email a remittance advice to: ACCOUNTING@SRG.COM.

-Or by check to:
Sterling Rice Group, Inc.
1801 13th Street, Suite 400
Boulder, CO 80302-5389
303.381.6400

Please email ACCOUNTING@SRG.COM with any invoice payment questions.



STATE OF COLORADO

Department of State

ORDER		*****IMPORTANT*****				
Number:	PO,VAAA,202200002572	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	7/27/21	BILL TO				
Description:	Sterling Rice Group (SRG)_Media Support Services_Choate	SECRETARY OF STATE 1700 BROADWAY #550 DENVER, CO 80290				
Effective Date:	07/27/21	SHIP TO				
Expiration Date:	12/31/21	SECRETARY OF STATE 1700 BROADWAY #550 DENVER, CO 80290				
BUYER		SHIPPING INSTRUCTIONS				
Buyer:	Kathy Chang	Delivery/Install Date: -				
Email:	kathy.chang@sos.state.co.us	FOB: FOB Dest, Freight Prepaid				
VENDOR		VENDOR INSTRUCTIONS				
STERLING RICE GROUP INC 1801 13TH ST STE 400 BOULDER, CO 80302-5389						
Contact:	Kristin Centanni					
Phone:						
EXTENDED DESCRIPTION						
<p>Pursuant to Colorado Code of Regulations 101-1, Chapter 3-1.6.5 you are hereby notified that any and all provision(s) applied to this purchase that conflicts with Colorado law C.R.S. 24-106-109 are null and void.</p> <p>This purchase is subject to the State of Colorado Purchase Order Terms and Conditions which can be found at https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions. By accepting this purchase order and/or providing the goods and/or services to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.</p> <p>If this purchase contains any software or cloud computing products ("Software and Cloud Offerings"), each product will be subject to the State of Colorado Purchase Order Terms and Conditions which can be found at https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions. By accepting this purchase order and/or providing the software or cloud computing offerings to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.</p>						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.



STATE OF COLORADO

Department of State

1	96100		0	0.00	\$20,000.00	<input type="checkbox"/>
Description: MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)						
See attached SOW - Media Support Services						
Service From: 07/27/21			Service To: 12/31/21			
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
2	96258		0	0.00	\$4,999.00	<input type="checkbox"/>
Description: Professional Services (Not Otherwise Classified)						
See attached SOW - Media Support Services						
Service From: 07/27/21			Service To: 12/31/21			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$24,999.00						

[View All](#) 1 of 1 | Document submitted successfully - Pending Approval

Purchase Order(PO) Dept: VAAA ID: 202200002572 Ver.: 1 Function: New Phase: Pending Modified by k.chang , 07/23/2021

Header 2




- General Information
- Contract Details
- Reference
- Requestor Issuer Buyer
- Modification
- Extended Description
- Default Shipping/Billing
- Reporting
- Fixed Asset Intent Reference
- Document Information

Document Name: Sterling Rice Group (SRG)_Media Support Services_Choate	PCard ID: []
Record Date: []	PCard Exp: []
Budget FY: 2022	Procurement Folder: 1138311
Fiscal Year: 2022	Procurement Type: Unclassified
Period: []	Procurement Type ID: 1
Document Description: Sterling Rice Group (SRG)_Media Support Services_Choate	Cited Authority: []
Actual Amount: \$24,999.00	Effective Begin Date: 07/27/2021
Closed Amount: \$0.00	Expiration Date: 12/31/2021
Closed Date: []	Authorization Date: []
Supplier Received Date: []	Accounting Profile: []
Open Amount: \$24,999.00	Terms Template: []
Open Accrual Amount: \$0.00	Confirmation Order: <input type="checkbox"/>
Not to Exceed Amount: \$0.00	Electronic Order Type: []
Amendment Number: []	Default Form: []
	Last Print Date: []
	Total of Header Attachments: 2
	Total of All Attachments: 2

**PURCHASE ORDER
STATE OF COLORADO
Secretary of State**

Purchase Order Number

VAAA 2022-2572

V E N D O R	Sterling Rice Group (SRG) 1801 13TH ST STE 400 BOULDER, CO 80302-5389	Invoice To: Department of State 1700 Broadway, Suite 550 Denver, CO 80290 Finance@sos.state.co.us
	Kristin Centanni 303.381.6448 	

Vendor Code: VC00000000062947

The articles specified are subject to the following conditions: 1. Goods other than those specified on this order must not be substituted or prices changed without authorization. 2. The right of cancellation in case of long delays in the shipment is reserved. 3. No sales tax or use tax shall be included in or added to prices of materials on this order. 4. If the quantity is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled. 5. Shipping, Handling and Freight Included. For building alterations, there is different set of insurance requirements for the COI. Please coordinate and discuss the requirements with your CDOS contact ASAP.	Digital Products: All electronic licenses keys must be e-mailed to: SoftwareLic@sos.state.co.us
	Ship To: Department of State 1700 Broadway, Suite 550 Denver, CO 80290 Finance@sos.state.co.us

FUND	APP Code	ORG UNIT	OBJ CODE	AGENCY	VENDOR TERMS	DATE PREPARED
2000	VCBMDH22A	HAVA	2610/1920	VAAA	Net 45	7/23/2021

RESC

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	SRG will provide digital media support services in CDOS's efforts to combat foreign disinformation. SRG will buy media through paid search Google Ads highlighting the threat of foreign disinformation and directing Coloradans to CDOS for reliable information on the electoral process. <i>Upon PO execution – SRG to Invoice for upfront payment of media buying PO \$20,000</i> Term: 7/27/2021 - 12/31/2021	\$ 20,000.00	\$ 20,000.00
2	1	SRG's media support service fees: •July media support services fee - \$2,000 •August media support services fee - \$1,000 •September media support services fee - \$1,000 •October media support services fee - \$999	\$ 4,999.00	\$ 4,999.00
		Reference: STATEMENT OF WORK dated July 6, 2021		

**PURCHASE ORDER
STATE OF COLORADO
Secretary of State**

Pursuant to Colorado Code of Regulations 101-1, Chapter 3-1.6.5 you are hereby notified that any and all provision(s) applied to this purchase that conflicts with Colorado law C.R.S. 24-106-109 are null and void.

This purchase is subject to the State of Colorado Purchase Order Terms and Conditions which can be found at <https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions>. By accepting this purchase order and/or providing the goods and/or services to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.

If this purchase contains any software or cloud computing products ("Software and Cloud Offerings"), each product will be subject to the State of Colorado Purchase Order Terms and Conditions which can be found at <https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions>. By accepting this purchase order and/or providing the software or cloud computing offerings to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.

Sales Tax Exempt

TOTAL

\$ 24,999.00

Delivery Date: _____

Please direct inquiries to:
Telephone 303-860-6956

Kathy Chang
kathy.chang@sos.state.co.us

I hereby certify that the supplies or services listed are necessary for the successful operation of the agency and the quantity is the minimum amount and fund designated is sufficient to cover the same.

See attached email approval

Authorized Signature

7/23/2021

Date

STATEMENT OF WORK

July 6, 2021

This Statement of Work (“Statement of Work” or “SOW”) dated July 6, 2021, is entered into by and between Colorado Department of State (“CDOS,” “State”) and Sterling Rice Group, (“Vendor” “SRG”). The Effective Date of this Statement of Work is identified in the Period of Performance section.

Background

CDOS requires additional support to counter ongoing foreign disinformation efforts following the unprecedented 2020 general election. More specifically, academic studies, media reports, and other sources show that foreign adversaries are working to decrease confidence in the electoral system, including the results. Undermining belief in elections—the bedrock of our democracy—is in foreign adversaries’ interests, and CDOS expects these efforts to continue for the coming years. We must combat these efforts and work to maintain Coloradans’ trust in our electoral processes, which are administered by Republicans, Democrats, and Unaffiliated Coloradans.

Description of Services

Vendor shall complete the Work as described in this SOW. The State shall have no liability to compensate Vendor for the delivery of any goods or the performance of any services that are not specifically set forth in this SOW. SRG will provide digital media support services in CDOS’s efforts to combat foreign disinformation. SRG will buy media through paid search Google Ads highlighting the threat of foreign disinformation and directing Coloradans to CDOS for reliable information on the electoral process. SRG will provide CDOS a monthly report outlining the ads’ metrics and money spent during the time period and the overall performance. SRG may recommend or offer suggestions to reach more searches. SRG will help CDOS add or delete ad words or otherwise refine the search each month.

Period of Performance

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Pricing for Google ads fluctuates, dependent on user search behavior. SRG will conduct a media buy placement on Google ads up to \$20,000.00 and monitor the ongoing costs based on user search behavior. If the entire \$20,000.00 is not used up by the period of performance, then SRG will provide a refund for the remaining amount. Monthly reports will be provided to CDOS to see how the campaign is doing and what is resonating, what isn’t and offer suggestions to reach more searchers.

SRG’s media support services fee includes planning, reporting and media buy. The flat service fee over the aforementioned time period is not to exceed \$4,999.00. The professional fee covers all media planning, reporting and analysis for the duration of the SOW.

The maximum amount payable under this purchase order is \$24,999.00. If additional services or deliverables are needed, other than those set forth in this Statement of Work, such additional work shall be subject to a separate Statement of Work and/or Purchase Order. If exceeding this amount and/or scope of services, the PO and SOW must be amended prior to service.

Payment Terms

Vendor payment for the services delineated above is contingent on satisfactory performance as determined by the State. Vendor must submit invoices to Nathan Blumenthal Nathan.Blumenthal@SOS.STATE.CO.US with a copy to finance@sos.state.co.us within seven calendar days following the last day of the month in which services were performed. Invoices must include the associated PO number and list of deliverables addressed (e.g., – ad’s metrics (if any), cost per ad, period of performance, description of services performed).

Anticipated invoicing schedule is as follows:

- Upon PO execution – Invoice for upfront payment of media buying PO (\$20,000)
- July media support services fee - \$2,000
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- October media support services fee - \$999

Terms and Conditions

1. State Purchase Order (PO) Terms and Conditions

Pursuant to Fiscal Rule 3-2, §5.1.1, the State of Colorado Purchase Order Terms and Conditions are required to be included in all purchase orders issued by State agencies and institutions of higher education (IHE).

By accepting the PO, Vendor agrees to place this SOW under the State’s PO terms and conditions found at <https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions>

2. Insurance Requirements

Vendor agrees to meet the insurance requirements in Exhibit A.

EXHIBIT A - INSURANCE REQUIREMENTS

1. INSURANCE

Vendor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this SOW. All insurance policies required by this SOW shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

B. General Liability

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

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

C. Automobile Liability

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

D. Reserved [Intentionally Deleted]

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

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

H. Primacy of Coverage

Coverage required of Vendor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Vendor or the State.

I. Cancellation

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

J. Subrogation Waiver

All insurance policies secured or maintained by Vendor or its Subcontractors in relation to this SOW shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Vendor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Vendor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this SOW such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Vendor shall ensure that the Subcontractor maintain at all times during the terms of this SOW, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

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

From: [Judd Choate](#)
To: [Kathy Chang](#)
Subject: Re: SRG PO approval
Date: Wednesday, July 21, 2021 5:44:04 PM
Attachments: [image001.png](#)

Hi Kathy. I approve this PO.

Sent from my iPhone

On Jul 21, 2021, at 4:50 PM, Kathy Chang <Kathy.Chang@sos.state.co.us> wrote:

Hi Judd,

Attached is the PO packet with Sterling Rice Group (SRG) for the Media Support Services.

When you have a moment, please review and approve. You can respond to this email with your approval and I will proceed with the PO. Once we return to the office, I will follow up to get your signature.

Thank you,

<[image001.png](#)>

Kathy Chang
Procurement and Contracts Specialist | Department of
State
303.860.6956
kathy.chang@sos.state.co.us
1700 Broadway, Suite 550
Denver, CO 80290

<[Sterling Rice Group \(SRG\)_Media Support Services_Choate.pdf](#)>



STATE OF COLORADO

Department of State

ORDER		*****IMPORTANT*****				
Number:	PO,VAAA,202200002572	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	7/27/21	BILL TO				
Description:	Sterling Rice Group (SRG)_Media Support Services_Choate	SECRETARY OF STATE 1700 BROADWAY #550 DENVER, CO 80290				
Effective Date:	07/27/21	SHIP TO				
Expiration Date:	12/31/21	SECRETARY OF STATE 1700 BROADWAY #550 DENVER, CO 80290				
BUYER		SHIPPING INSTRUCTIONS				
Buyer:	Kathy Chang	Delivery/Install Date: -				
Email:	kathy.chang@sos.state.co.us	FOB: FOB Dest, Freight Prepaid				
VENDOR		VENDOR INSTRUCTIONS				
STERLING RICE GROUP INC 1801 13TH ST STE 400 BOULDER, CO 80302-5389						
Contact:	Kristin Centanni					
Phone:						
EXTENDED DESCRIPTION						
<p>Pursuant to Colorado Code of Regulations 101-1, Chapter 3-1.6.5 you are hereby notified that any and all provision(s) applied to this purchase that conflicts with Colorado law C.R.S. 24-106-109 are null and void.</p> <p>This purchase is subject to the State of Colorado Purchase Order Terms and Conditions which can be found at https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions. By accepting this purchase order and/or providing the goods and/or services to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.</p> <p>If this purchase contains any software or cloud computing products ("Software and Cloud Offerings"), each product will be subject to the State of Colorado Purchase Order Terms and Conditions which can be found at https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions. By accepting this purchase order and/or providing the software or cloud computing offerings to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.</p>						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.



STATE OF COLORADO


Department of State

1	96100		0	0.00	\$20,000.00	<input type="checkbox"/>
Description: MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)						
See attached SOW - Media Support Services						
Service From: 07/27/21			Service To: 12/31/21			
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
2	96258		0	0.00	\$4,999.00	<input type="checkbox"/>
Description: Professional Services (Not Otherwise Classified)						
See attached SOW - Media Support Services						
Service From: 07/27/21			Service To: 12/31/21			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$24,999.00						

**PURCHASE ORDER
STATE OF COLORADO
Secretary of State**

Purchase Order Number

VAAA 2022-2572

V E N D O R	Sterling Rice Group (SRG) 1801 13TH ST STE 400 BOULDER, CO 80302-5389	Invoice To: Department of State 1700 Broadway, Suite 550 Denver, CO 80290 Finance@sos.state.co.us
	Kristin Centanni 303.381.6448 	

Vendor Code: VC00000000062947

The articles specified are subject to the following conditions: 1. Goods other than those specified on this order must not be substituted or prices changed without authorization. 2. The right of cancellation in case of long delays in the shipment is reserved. 3. No sales tax or use tax shall be included in or added to prices of materials on this order. 4. If the quantity is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled. 5. Shipping, Handling and Freight Included. For building alterations, there is different set of insurance requirements for the COI. Please coordinate and discuss the requirements with your CDOS contact ASAP.	Digital Products: All electronic licenses keys must be e-mailed to: SoftwareLic@sos.state.co.us
	Ship To: Department of State 1700 Broadway, Suite 550 Denver, CO 80290 Finance@sos.state.co.us

FUND	APP Code	ORG UNIT	OBJ CODE	AGENCY	VENDOR TERMS	DATE PREPARED
2000	VCBMDH22A	HAVA	2610/1920	VAAA	Net 45	7/23/2021

RESC

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	SRG will provide digital media support services in CDOS's efforts to combat foreign disinformation. SRG will buy media through paid search Google Ads highlighting the threat of foreign disinformation and directing Coloradans to CDOS for reliable information on the electoral process. <i>Upon PO execution – SRG to Invoice for upfront payment of media buying PO \$20,000</i> Term: 7/27/2021 - 12/31/2021	\$ 20,000.00	\$ 20,000.00
2	1	SRG's media support service fees: •July media support services fee - \$2,000 •August media support services fee - \$1,000 •September media support services fee - \$1,000 •October media support services fee - \$999	\$ 4,999.00	\$ 4,999.00
		Reference: STATEMENT OF WORK dated July 6, 2021		

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STATE OF COLORADO
Secretary of State**

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Sales Tax Exempt

TOTAL

\$ 24,999.00

Delivery Date: _____

Please direct inquiries to:
Telephone 303-860-6956

Kathy Chang
kathy.chang@sos.state.co.us

I hereby certify that the supplies or services listed are necessary for the successful operation of the agency and the quantity is the minimum amount and fund designated is sufficient to cover the same.

See attached email approval

Authorized Signature

7/23/2021

Date

STATEMENT OF WORK

July 6, 2021

This Statement of Work (“Statement of Work” or “SOW”) dated July 6, 2021, is entered into by and between Colorado Department of State (“CDOS,” “State”) and Sterling Rice Group, (“Vendor” “SRG”). The Effective Date of this Statement of Work is identified in the Period of Performance section.

Background

CDOS requires additional support to counter ongoing foreign disinformation efforts following the unprecedented 2020 general election. More specifically, academic studies, media reports, and other sources show that foreign adversaries are working to decrease confidence in the electoral system, including the results. Undermining belief in elections—the bedrock of our democracy—is in foreign adversaries’ interests, and CDOS expects these efforts to continue for the coming years. We must combat these efforts and work to maintain Coloradans’ trust in our electoral processes, which are administered by Republicans, Democrats, and Unaffiliated Coloradans.

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By accepting the PO, Vendor agrees to place this SOW under the State’s PO terms and conditions found at <https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions>

2. Insurance Requirements

Vendor agrees to meet the insurance requirements in Exhibit A.

EXHIBIT A - INSURANCE REQUIREMENTS

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