

Gilpin County,

Request for Proposal Package: Ballot Production and Print Services

Event	Date	Time
Electronic Questions must be submitted to no later than	03/31/2010	3:00 p.m. MST
Proposals must be received no later than	04/02/2010	4:00 p.m. MST

Dates and times are subject to change. All changes will be reflected in Addenda to the RFP posted no later than 3:00 p.m. 3/30/2010

Purpose

This Request for Proposal (RFP) for Ballot Production and Print Services is issued by the Clerk and Recorder's Office of Gilpin County, Colorado. The intent of this RFP is to award a minimum 1-year contract with option for renewal to the Proposer whose proposal, conforming to this RFP is most advantageous for the Clerk and Recorder's Office of Gilpin County, Colorado. The award of the proposal contract will be made on the determination of value and in the best interest of Gilpin County, In reviewing the proposals received, the County reserves the right to reject, for any reason whatsoever, any and all proposals, and to waive any informality or irregularity in a proposal. The award of contract may be based on the complete proposal or any component thereof. The submission of a proposal by any contractor does not in any way commit the County to enter into an agreement with that contractor.

Responses from interested parties will be reviewed and evaluated. Interested parties' price and other factors may be considered to determine the most advantageous proposal in connection with secure auditable ballot production and printing.

Proposals should be prepared to provide a straightforward and concise description of the capabilities of the Proposer(s) to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Proposer should be prepared to provide written guaranty (bond) from a Surety company authorized to do business in Colorado with a submitted proposal ensuring that on acceptance of the proposal the contractor will proceed with the contract and will replace the bid bond with a performance-bond. Otherwise, the guarantor will pay the difference between the contractor's proposal and the next highest proposer.

The Terms & Conditions, attached hereto, will apply to all contracts or purchase agreements made with the Gilpin County Clerk and Recorder's Office.

The Clerk and Recorder's Office of Gilpin County, Colorado is requesting formal competitive proposals through the RFP process to secure a reliable vendor for secure auditable ballot production and print services. Proposals shall be e-mailed, mailed or delivered to: Gilpin County, Clerk and Recorder's, Attention: Jessica Kays, 203 Eureka Street/PO Box 429 - Central City, Colorado 80427 or gcclerk@co.gilpin.co.us. Late Proposals shall not be accepted and it is the responsibility of the Proposers to ensure that the proposal arrives in the Gilpin County Clerk and Recorder's Office by **4:00 P.M. MST on April 02, 2010**.

Gilpin County complies with all Equal Opportunity requirements. All qualified Proposers will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

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Background

Secure auditable ballot production and printing is a necessity for the Clerk and Recorder's Office of Gilpin County, Colorado requiring large investments in human and capital resource annually. Economies of scale, technological advances, and expertise in private market print production have the potential to maximize efficiencies and thus save taxpayer dollars.

Pre-Proposal Questions

Questions must be submitted to Jessica Kays at the Gilpin County, Clerk and Recorder's Office by e-mail at gcclerk@co.gilpin.co.us no later than **3:00 p.m. MST 03/31/2010**.

Proposals must be:

Delivered to: Gilpin County, Clerk and Recorder's, Attention: Jessica Kays, 203 Eureka Street - Central City, Colorado 80427

or

Mailed to: P.O. Box 429, 203 Eureka Street - Central City, Colorado 80427

or

Emailed to: gcclerk@co.gilpin.co.us.

Official Submittals must be received no later than **4:00 p.m. MST April 02, 2010**.

Late Proposals shall not be accepted

Selection Criteria

In evaluating responses to this RFP, Gilpin County Clerk and Recorder's office places high emphasis on the following factors (not necessarily listed in order of importance):

Price

Technical Capacity

Availability

Ability to meet fulfillment requirements

Ability to guarantee production standards

Availability and ability to work with Clerk and Recorder's Office staff

Chronology

Electronic Question and Answer Period

A representative of the Clerk and Recorder's Office of Gilpin County, Colorado will accept questions and inquiries from all potential Proposers electronically via email. To submit a question, please email Jessica Kays at gcclerk@co.gilpin.co.us

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Proposers are not to contact individuals other than the established representative of the Clerk and Recorder's Office of Gilpin County, Colorado directly, in person, by telephone or by email, concerning this RFP. The cut-off date for electronic questions and inquiries relating to this RFP is **3:00 p.m. MST Tuesday March 31, 2010** as indicated on the RFP cover sheet.

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Pre-Proposal Conference

The date and time of a scheduled Pre-Proposal Conferences shall be determined as deemed necessary by representatives of the Clerk and Recorder's Office of Gilpin County, Colorado along with the location and manner of the Pre-Proposal Conference to be conducted; details regarding such shall be provided to all qualified Proposers. The purpose of the Pre-Proposal Conference is to provide a structured and formal opportunity for representatives of the Clerk and Recorder's Office of Gilpin County, Colorado to accept questions from Proposers regarding this RFP. Any necessary clarifications or agreed upon changes will be forwarded to all participating Proposers.

Site Visits

The date and time of scheduled Site Visits will be determined on an individual basis as deemed necessary by representatives of the Clerk and Recorder's Office of Gilpin County, Colorado.

The purpose of a scheduled Site Visits is to provide the opportunity for the Proposer to better familiarize themselves with the Clerk and Recorder's Office facilities with regards to production environment and security.

Submission of Proposal

In order to be considered for award, the proposal must be received by **Friday April 02, 2010 by 4:00 p.m. MST**. All formal proposals should be bound in a single volume and submitted to the Gilpin County Clerk and Recorder's Office in the format and manner specified within this document. Late proposals will not be considered under any circumstances.

Proposers are required to:

1. Assume sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are received because of a Proposer's failure to be knowledgeable as to all of the requirements of this RFP.
2. Assume all responsibility and liability for costs incurred by Proposer in the preparation and submittal of a proposal in response to this RFP.

Selected Contractor in the RFP process will be required to:

1. Work with Gilpin County Clerk and Recorder's staff on a basis covering time, materials, and security in connection with Ballot Production Services and other printing demands.
2. Maintain complete and accurate logs concerning ballot production incurred in providing all services to Gilpin County Clerk and Recorder's Office.
3. Assume sole responsibility for the complete effort and duration of the projects as specified by the RFP; and fulfill the role as sole point of contact regarding all contractual matters.
4. Not assign, transfer, convey, sublet or otherwise dispose of the contract or its rights, titles or interests therein or its power to execute such agreement to any other person, business, partnership, company or corporation without the prior written consent of Gilpin County.
5. Provide written guaranty (bond) from a Surety company authorized to do business in Colorado with a submitted proposals ensuring that on acceptance of proposal the contractor will proceed with the contract and will replace the bid bond with a performance-bond in the amount of \$10,000. Otherwise, the guarantor will pay the difference between the contractor's proposal and the next highest proposer.

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Form of Proposal

General Information

Proposals will be received and registered by **Friday April 02, 2010 by 4:00 p.m. MST** in the Gilpin County Clerk and Recorder's Office, located at 203 Eureka Street - Central City, Colorado 80427. Late Proposals shall not be accepted and it is the responsibility of the Proposers to ensure that the proposal arrives in the Gilpin County Clerk and Recorder's Office by 4:00 P.M. MST on **Friday April 02, 2010 by 4:00 p.m. MST**.

Each submittal shall contain two (2) copies of the proposal and one (1) clearly marked Original.

All proposals shall contain:

- Signature page
- Confidential Disclosure Agreement
- Disclosure of investigation/actions
- Minimum of three (3) business references for whom the Proposer performed similar projects
- Proof of business registration in the State of Colorado through submittal of a Colorado Department of State Certificate of Good Standing
- Print experience data sheet
- Pricing forms and any relevant attachments

Failure to submit a proposal in the manner indicated may be cause for it to be deemed ineligible for consideration.

Project Details:

The Gilpin County Clerk and Recorder's office has an exclusive licensing agreement with Hart Intercivic "Hart" to provide ballot programming and printing for small Colorado counties. The license agreement allows for the Gilpin County Clerk and Recorder's office to create a department "Service Bureau" that utilizes Hart's proprietary hardware and software to facilitate the programming and printing of ballots for any Colorado County "Client" that contracts with Service Bureau. Currently, Service Bureau will provide ballot programming and printing for a minimum of six clients with the opportunity for an increase. The total number of Service Bureau Clients is currently unknown and agreements have not been finalized between Service Bureau and potential Clients for the 2010 election year.

Due to limitations of the Gilpin County, Clerk and Recorder's staff, Service Bureau requires the assistance of an outside consulting firm "Contractor" to manage, program, print and deliver all hardware, ballots and services required for an election to all Service Bureau Clients within the required ballot production time frame.

The Ballot Production Services (BPS) being provided, in which counties have to program and print ballots, will take place within the dates as specified by the Colorado Revised Statutes, Title 1, and any rules promulgated by the Colorado Secretary of State's office. For the 2010 election year, the Service Bureau will need to create ballots for at least the Primary and General elections. BPS for the 2010 Primary Election must take place between June 11, 2010 and July 9, 2010. BPS for the 2010 General Election must take place between September 3, 2010 and October 1, 2010.

Any other special or municipal election time frames will be determined at time of coordination with Client and Service Bureau.

All services provided will be done so at the Gilpin County, Service Bureau office located in Black Hawk, Colorado. Due to hardware limitations, only one contractor employee can work on ballot production at any one time. No remote work will be allowed. All Contractor services will be provided utilizing Service Bureau owned Hart proprietary hardware and software to ensure full compatibility with Client's Hart equipment. Additionally,

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Contractor services will be provided utilizing Service Bureau-owned official ballot paper, printing consumables, and shipping consumables/fees.

Ballot Programming and Production Services include, but are not limited to:

- Using Hart's proprietary "Ballot Origination Software System (BOSS)" program to:
 - Create databases for Client election(s)
 - Design and verify ballots utilizing Client-specific election data
 - Record election specific audio for Client use on eSlates
 - Verify and program translated text for Client requiring multi-language ballots
 - Verify with each Client the layout, style and accuracy of each ballot
 - Finalize the Client database(s)
 - Create MBBs for testing, Mail-In Ballot, Early Voting, and Election Day equipment

- Using Hart's proprietary "Ballot Now" program to:
 - Create election - and location - specific ballots for each Client in PostScript format
 - Create ballots for each Client to meet individual requirements on format, layout and stubs
 - Confirm proper number of ballots created per precinct and style for each Client
 - Inspect the printed ballot as follows:
 - Inspect the first ballot of each precinct, or every 500 ballots, whichever is less.
 - Check ballots printed before and after any paper jam.
 - Verify that all ballots are printed on Hart Official Ballot Paper
 - Validate correct position of round corner
 - Match up proof information with printed ballots, front and back, and confirm that no components are missing.
 - Inspect the ballot for obvious voids, smears, or toner that is too light or dark.
 - Look for "ghosts" and double images.
 - Check for toner spray or spots in white areas.
 - Look for paper defects, wrinkles, tears and creases.
 - Inspect for toner spots in or near names, options boxes, or bar codes.
 - Check for toner voids, especially in option boxes.
 - If a defect is observed, make note of it. Check for a recurring problem by carefully inspecting the same area on the immediately preceding and following ballots.
 - If a defect is confirmed, the ballot must be re-printed. Follow secure chain-of-custody procedures to ensure that the defective ballot is exchanged for the reprinted ballot.
 - All defective and replaced ballots should be accounted for. Someone must be responsible for barcode strikethrough, retention, or destruction of replaced ballots, and for securing retained ballots so that no possibility exists for their re-introduction into the printed ballot supply for the election.

Materials that are delivered and found to be unacceptable will be voided, accounted with other voided or spoiled production and replaced at vendor's expense.

- Using non-proprietary software to:
 - Edit individual ballots to conform to stub and numbering requirements for each Client

- Using Service Bureau equipment to:
 - Convert PostScript files to PDF
 - Print, sort and bind all paper ballots per Client specifications

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Information Required:

Due to the specific nature of the project, legal requirements of the State of Colorado and time constraints for project completion, each proposal must include the following information:

- Proposer's business information:
 - Length of time the Proposer has been in business
 - Experience with contracts utilizing Hart's proprietary software and hardware
 - Experience with County-level elections
 - The ability to provide a \$10,000 bond required by the State of Colorado

- Contractor's employee information:
 - Name of the employee that will serve as the primary service provider
 - Primary service provider will need to submit to and pass a Colorado background check
 - General election knowledge and experience of the primary service provider
 - Specific experience and expertise level of the primary service provider with Hart's proprietary hardware and software - specifically "Ballot Now", "BOSS", "Trans" and "eCM Manager"
 - General technical knowledge of the primary service provider with hardware and software - specifically large production printers and Adobe software products
 - Schedule and availability for the programming and production time frame

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Pricing:

Service Bureau currently contracts with each Client separately for every election. Although this Request for Proposal will include all elections for the 2010 election year, it is unknown as to how many Clients will contract with Service Bureau for any given election and what services they will require. Therefore, the pricing model provided by the contract must include individual pricing for each of the programming and production pieces individually per Client.

As part of the current model, Service Bureau provides set pricing for each client upfront without any hidden fees or costs. Therefore, Service Bureau requires **set** pricing from the winning bidder for the programming and production for elections in the 2010 election year. All fees and costs must be included for the following services:

- 2010 Primary Election:
 - Programming, creation and production of ballots, audio and MBBs within “BOSS”
 - Creation of ballot PostScript within “Ballot Now”
 - Editing of PostScript for stub and numbering requirements before printing
 - Printing, management and confirmation of ballots using Service Bureau equipment – price per sheet

- 2010 General Election:
 - Programming, creation and production of ballots, audio and MBBs within “BOSS”
 - Creation of ballot PostScript within “Ballot Now”
 - Editing of PostScript for stub and numbering requirements before printing
 - Printing, management and confirmation of ballots using Service Bureau equipment – price per sheet

- 2010 Special or Municipal Elections:
 - Programming, creation and production of ballots, audio and MBBs within “BOSS”
 - Creation of ballot PostScript within “Ballot Now”
 - Editing of PostScript for stub and numbering requirements before printing
 - Printing, management and confirmation of ballots using Service Bureau equipment – price per sheet

All pricing should be presented in a scalable fashion to allow for Service Bureau to forecast costs and contract with up to ten (10) Clients per election. Please include any administrative, equipment, travel and additional fees per election/Client.

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BUSINESS REFERENCES

Provide three (3) Business References for whom you have performed similar projects.

Business Name _____ Phone _____

Contact Person _____

Business Address _____

Business Name _____ Phone _____

Contact Person _____

Business Address _____

Business Name _____ Phone _____

Contact Person _____

Business Address _____

Please provide any additional information which you feel would enable us to better evaluate your firm.

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Confidential Disclosure Agreement:

This Agreement is entered into this _____ day of _____, 2010 by and between _____ with offices at _____ (Proposer) and the Clerk and Recorder's Office of Gilpin County, with offices at 203 Eureka Street - Central City, Colorado 80427.

WHEREAS, Clerk and Recorder's Office of Gilpin County, possesses certain ideas and information relating to Ballot Production that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS, the Proposer is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of Secure Auditable Ballot Production;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Proposer under this Agreement, the parties agree as follows:

- Disclosure. Discloser agrees to disclose, and Proposer agrees to receive the Confidential Information.
- Confidentiality.
 - No Use. Proposer agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.
 - No Disclosure. Proposer agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Proposer's authorized use of the Confidential Information.
 - Protection of Secrecy. Proposer agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
 - Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Proposer shall have no obligation with respect to such information where the information:
 - was known to Proposer prior to receiving any of the Confidential Information from Discloser;
 - has become publicly known through no wrongful act of Proposer;
 - was received by Proposer without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
 - was independently developed by Proposer without use of the Confidential Information; or
 - was ordered to be publicly released by the requirement of a government agency
 - Ownership of Confidential Information. Proposer agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Proposer. Nothing contained herein shall be construed as granting or implying any transfer of rights to Proposer in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
 - Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Proposer is no longer confidential.
 - Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by Discloser, its successors, and assigns; and Proposer, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

Proposer: _____

Signature: _____

Date: _____

Print Name: _____

Title: _____

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DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING PROPOSER

The Proposer shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

SUBMITTED BY:

Name: _____

Company: _____

Address: _____

Phone No.: _____

Email address: _____

Investigation

Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary.

Person or Entity	Date of Inception	Brief Description	Disposition/Status (if applicable)

Litigation/Administrative Complaints

Indicate "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary.

Person or Entity	Date of Inception	Brief Description	Disposition/Status (if applicable)

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Signature Page

SUBMITTED BY:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

CERTIFICATION: (If a Submission is Offered):

The undersigned hereby affirms that:

- ✓ He/she is a duly authorized agent of the Proposer;
- ✓ He/she has read the Terms and Conditions and any technical specifications that were made available to the Proposer in conjunction with this proposal and fully understands and accepts these terms unless specific variations have been expressly listed on the Request for Proposal Form;
- ✓ The Submission is being offered independently of any other Proposer; and
- ✓ The Proposer will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the acceptance of the Proposal.

By:

Signature of Agent

Date

Printed Name of Agent

Title of Agent

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TERMS AND CONDITIONS

DEFINITIONS:

- 1) **"BUYER"** means agent for Gilpin County Clerk and Recorder's Office.
- 2) **"PROPOSER and CONTRACTOR"** means the party, its agents, employees, contractors or subcontractors, with whom the **BUYER** is contracting. Any reference to "Seller", "Subcontractor", or "Supplier" shall also mean **"PROPOSER AND CONTRACTOR"**.

CONDITIONS OF PERFORMANCE:

A) ACCEPTANCE:

- 1) Acceptance and awarding of proposal is **BUYER'S** offer to purchase the goods and/or services described in the accepted proposal hereof from **PROPOSER AND CONTRACTOR**. **BUYER'S** placement of this order with **PROPOSER AND CONTRACTOR** is expressly conditioned upon **PROPOSER AND CONTRACTOR'S** acceptance of all terms and conditions of purchase contained on or attached to this order.
- 2) Any additional or different terms or conditions which may appear in any communication from **PROPOSER AND CONTRACTOR** are hereby expressly objected to by the Gilpin Clerk and Recorder's office, and no such additional or different terms or conditions in any printed form of **PROPOSER AND CONTRACTOR'S** shall become part of this contract despite **BUYER'S** acceptance of goods or services unless agreed to in writing by **BUYER**.
- 3) Any goods and/or services provided by **PROPOSER AND CONTRACTOR** prior to issuance of a valid order by **BUYER** shall be at **PROPOSER AND CONTRACTOR'S** risk.
- 4) **PROPOSER AND CONTRACTOR'S** commencement of work or delivery of the goods or services subject to this order shall be deemed an effective mode of acceptance of this Purchase order.
- 5) When required, **PROPOSER AND CONTRACTOR** shall obtain, at its own expense, proof of insurance coverage, to include worker's compensation, property damage, public liability, personal injury and employer's liability, and any other applicable insurance deemed necessary by **BUYER**.

B) TERMINATION: **BUYER** reserves the right to terminate this order, or any part hereof, for its sole convenience. **BUYER** also reserves the right to terminate this order, or any part hereof, for cause in the event of any default by **PROPOSER AND CONTRACTOR** if the **PROPOSER AND CONTRACTOR** fails to comply with any of the terms and conditions of this order. In such event, a Notice of Termination will be served upon **PROPOSER AND CONTRACTOR**. After receipt of such Notice of Termination, **PROPOSER AND CONTRACTOR** will not be paid for any goods or services, or for any costs incurred by **PROPOSER AND CONTRACTOR** that **PROPOSER AND CONTRACTOR** could reasonably have avoided.

C) DELIVERY: Time is of the essence. This order may be terminated if delivery is not made or services are not performed by the date specified on the reverse side hereof.

D) INVOICING: **PROPOSER AND CONTRACTOR** shall submit invoices to billing address shown on face of proposal request.

E) INDEMNIFICATION: **PROPOSER AND CONTRACTOR** shall defend, indemnify and hold harmless **BUYER** against all damages, claims or liabilities and expenses (including attorney's fees) arising out of, or resulting in any way from, any defect in the goods or services purchased hereunder, or from any act or omission by **PROPOSER AND CONTRACTOR**. **PROPOSER AND CONTRACTOR** shall take precautions to protect **BUYER'S** property and persons from damage or injury arising out of its work and shall comply with all fire, safety and other applicable regulations prescribed by any governmental agency and by **BUYER**.

F) TAXES: Gilpin County is exempt from all Federal, State and local taxes. A tax-exempt certificate will be supplied upon request.

G) ASSIGNMENT: **PROPOSER AND CONTRACTOR** shall not assign this contract or the right to payment due hereunder, without **BUYER'S** prior written consent.

H) LIENS, CLAIMS AND ENCUMBRANCES: **PROPOSER AND CONTRACTOR** warrants and represents that all goods will, when delivered hereunder, be free and clear of all liens, claims or encumbrances of every kind.

I) INSPECTION/REJECTION: All goods and services purchased hereunder are subject to **BUYER'S** inspections and approval. Payment for the goods delivered or services performed shall not constitute acceptance thereof. **BUYER** shall have the right to inspect such goods or services and to reject any or all that are, in **BUYER'S** judgment, defective or non-conforming.

J) WARRANTIES: **PROPOSER AND CONTRACTOR** warrants and guarantees to Gilpin County, that the items furnished under this Purchase order are free from all defects in workmanship and materials. The **PROPOSER AND CONTRACTOR** further warrants and agrees to remedy any defects found and replace the item(s), if necessary, at its expense and at no cost to Gilpin County.

K) INFRINGEMENTS: **PROPOSER AND CONTRACTOR** warrants that **BUYER'S** purchase, installation and/or use of goods or services covered hereby will not result in any claim of infringement, or actual infringement of any patent, trademark, copyright, franchise, or other intellectual property right.

L) DRAWINGS OR SPECIFICATIONS: Any drawing or specifications prepared by **PROPOSER AND CONTRACTOR** are to become the property of **BUYER** and shall be marked "Property of Gilpin County," and shall be stored separately when not in use. Such drawings or specifications will be sent to the Gilpin County, Clerk and Recorder's Office, 203 Eureka Street - Central City, Colorado 80427, when order is completed.

M) OTHER CONDITIONS:

- 1) **PROPOSER AND CONTRACTOR** shall carry on its work so that the premises shall at all times be clean, orderly and free from debris and, upon completion, shall remove all equipment and unused materials from the project.
- 2) **PROPOSER AND CONTRACTOR** shall abide by **BUYER'S** work and safety rules when work or services are performed on **BUYER'S** premises. **BUYER** has the right to exclude personnel from **BUYER'S** premises who do not abide by such rules, and at **BUYER'S** election, to declare a default under the order.
- 3) **PROPOSER AND CONTRACTOR** shall comply with all applicable requirements contained in federal, state and local government statutes and their rules, regulations and ordinances while performing on this project.

N) LAW: The laws of the State of Colorado shall govern this order, and the venue of any action brought hereunder may be laid in or transferred to the County of Gilpin, State of Colorado.

O) SOLE SOURCE CONTRACT: To the extent this contract may be construed to be a "sole source contract" within the meaning of sections 15 through 17 of Article XXVIII of the Colorado Constitution, and to the extent these constitutional provisions have not been enjoined or invalidated by a court of competent jurisdiction, the requirements and limitations of these constitutional provisions are hereby incorporated in this contract.

P) NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS FOR SERVICE CONTRACTS: **PROPOSER** and **CONTRACTOR** acknowledges notification of and agrees to abide by the requirements of CRS 8-17.5-102 prohibiting use of illegal alien labor in the performance of County contracts. Signed addendum is attached.

Q) Nothing under these Terms and Conditions shall be deemed a waiver by the County of the Colorado Governmental Immunity Act §24-10-101 to 120 C.R.S., or otherwise available to the County.