REQUEST FOR PROPOSALS
FOR AN
INTEGRATED PROJECT DELIVERY METHOD
UTILIZING
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES

For The
University of Colorado Denver

For The
PN 17-190956 B500 5th Floor West Wing Renovation
REQUEST FOR PROPOSALS FOR AN INTEGRATED PROJECT DELIVERY METHOD UTILIZING CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES

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REQUEST FOR PROPOSAL

* Agency: University of Colorado Denver

* Notice Type: Request for Proposal

* Select the RFP Subtype: ☑ Construction Management/General Contractor (CM/GC)
  ☐ Design/Build Services (D/B)

* Construction Cost Categories:
  $1M-$5M

* Should this notice include print media information: No

* Project No: 17-190956

* Project Title: B500 5th Floor West Wing Renovation

Project Description:

The University of Colorado Denver is soliciting the submittal of proposals from Construction Management/General Contracting (CM/GC) firms to provide services for renovating the 5th Floor West Wing in B500 located on the Anschutz Medical Campus. The entire 5th floor west wing will be renovated. Included in the scope of work is adding a new air handling unit for the space.

* Contract Start Date 11/1/16

* Contract Completion date 6/30/17

* Bidder may procure Bidding Documents from:
  http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFP/Pages/RFP.aspx

* Deposit required for a complete set of Contract Documents: $0

* ARRA Funding: No

Minimum Requirements:

Notice is hereby given to all interested parties that all firms will be required to meet ALL of the minimum qualifications to be considered for these projects. To be considered as qualified, interested firms shall have, as a minimum:

1. Provided Construction Management/General Contracting services within the last three (3) years for at least two (2) projects each in excess of $3,000,000 (hard costs), utilizing the expertise present in their Colorado Office; and

2. Demonstrated specific Construction Management/General Contracting experience in projects of similar scope and complexity.

3. Demonstrated bonding capability up to $3,000,000 for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity.
**Scope of Services:**

The scope of services will include assistance to the State during the process of assessment, design, construction, and warranty period. Specific tasks to be performed by the Construction Manager/General Contractor (CM/GC) include those generally performed by the CM/GC construction community where the Construction Manager is also the Contractor. A sample copy of the State’s CM/GC contract is contained within the RFP. A Guaranteed Maximum Price (GMP) will be required at the completion of Design Development phase.

**Submission Details:**

*Submission Deadline:  9/30/2016, 2:00 PM

*Submissions Accepted Via:  Email  Fax  In Person  Mail

Details: University of Colorado Denver
Facilities Projects
Third Floor Reception
1945 N Wheeling St., Mail Stop F418
Aurora, CO  80045

Attention:  Elaine Rydberg

Comments:  Late submittals will be rejected without consideration. The University of Colorado Denver and the State of Colorado assume no responsibility for costs related to the preparation of submittals. When noted that a completely executed form will be sent by certified mail to the Contractor, or any other means as agreed to, notice will be sent by electronic mail.

**Point of Contact:**

*Name: Dan Argersinger

*Agency: University of Colorado Denver

*Phone: 303-724-5681

Fax: 303-724-0931

Email: Daniel.argersinger@ucdenver.edu

Comments:  N/A

**Meetings:**

*Choose one:  Mandatory

*Date and Time:  9/9/2016, 2:00PM

Details: University of Colorado Anschutz Medical Campus
Building 500, Bushnell Auditorium 8th Floor
13001 East 17th Place
Aurora, Colorado  80045
Comments: Submittals received from those who have not attended the mandatory pre-submittal meeting will not be considered for the project. Questions will be collected until 9/16/16 at 2:00PM from those who attended mandatory pre-bid meeting. Questions will be answered by 9/21/16 at 2:00PM.

**Specification Details/Attachments:**

Comments: N/A

Attachments: Conceptual Drawing

**Media of Publications:**

Media of Publication(s): Facilities Website, CORE

Publication Dates: 8/31/16

Notice to Editor:
Transmit two (2) copies of the Affidavit of Publication, and invoice to:

University of Colorado Denver
Facilities Projects
Attn: Facilities Controller
1945 N. Wheeling St., Mail Stop F418
Aurora, Colorado 80045
REQUEST FOR PROPOSALS FOR AN
INTEGRATED PROJECT DELIVERY METHOD UTILIZING
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES
University of Colorado Denver

I. GENERAL INFORMATION

A. INTRODUCTION/DESCRIPTION OF PROJECT

The University of Colorado Denver is soliciting the submittal of proposals from Construction Management/General Contracting (CM/GC) firms to provide services for renovating the 5th Floor West Wing in B500 located on the Anschutz Medical Campus. The entire 5th floor west wing will be renovated. Included in the scope of work is adding a new air handling unit for the space.

The fixed limit of Construction for this renovation is estimated at $2.2M
The fixed limit of audio visual and IT cabling is estimated at $218K

The University of Colorado Denver anticipates using a Construction Manager/General Contractor (CM/GC) approach to project delivery. A Guaranteed Maximum Price (GMP) and an updated project duration schedule will be established by the Architect/Engineer and the Construction Manager/General Contractor in conjunction with the University of Colorado Denver. The CM/GC will evaluate, among other things, availability of materials and labor, project schedule, project costs as they relate to the established budget, constructability, and will work closely with the Architect/Engineer and the University of Colorado Denver throughout the planning, design and construction phases of the project. Construction is estimated to commence in January 2017 and completion by June 2017.

The services may be extended to additional phases of renovation in Building 500 including floor 4 west, floor 2 north, and other portions of B500 at CU Denver’s discretion

The process to be used in the selection of the CM/GC is comprised of two steps. STEP I is the Submittal of Prequalification as described in Section II (D). STEP II is the Oral Interview/Cost Proposal as described in detail in Section III. A Jury Panel of individuals who will be involved in the project and/or understand the required services associated with Construction Management/General Contracting will evaluate responses to this RFP for both STEPS. Upon completion of the evaluation of the Submittals of Prequalification, a limited number of firms will be invited to the oral interviews. Sealed fee proposals will be required only from those firms who are interviewed and are to be submitted as indicated in this RFP. Both qualifications and cost will be considered in the final ranking of firms with qualifications given 70% of the value of the weighted criteria and fees for the Cost/Proposal given 30%.

Selection and award of this project will be based on a combination of qualifications and costs that represents the best overall value to the State.

B. MINIMUM QUALIFICATIONS

Notice is hereby given to all interested parties that all firms will be required to meet ALL of the minimum qualifications to be considered for these projects. To be considered as qualified, interested firms shall have, as a minimum:
1. Provided Construction Management/General Contracting services within the last three (3) years for at least two (2) projects each in excess of $3,000,000 (hard costs), utilizing the expertise present in their Colorado Office; and

2. Demonstrated specific Construction Management/General Contracting experience in projects of similar scope and complexity; and

3. Demonstrated bonding capability up to $3,000,000 for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity.

C. SCOPE OF SERVICES

The scope of services will include assistance to the State during the process of assessment, design, construction, and warranty period. Specific tasks to be performed by the Construction Manager/General Contractor (CM/GC) include those generally performed by the CM/GC construction community where the Construction Manager is also the Contractor. A sample copy of the State’s CM/GC contract is contained within the RFP. A Guaranteed Maximum Price (GMP) will be required at the completion of Design Development phase.

II. PREQUALIFICATION SUBMITTALS (STEP I)

A. SCHEDULE

1. The schedule of events for the RFP process and an outline of the schedule for the balance of the project is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement</td>
<td>8/31/16</td>
</tr>
<tr>
<td>RFP Document Release</td>
<td>8/31/16</td>
</tr>
<tr>
<td>Mandatory Pre-submittal Conference and Tour</td>
<td>9/9/16 at 2:00PM</td>
</tr>
<tr>
<td>Date Email Questions Due</td>
<td>9/16/16 at 2:00PM</td>
</tr>
<tr>
<td>Date Email Answers Issued</td>
<td>9/21/16 at 2:00PM</td>
</tr>
<tr>
<td>Submittals Due (Prequalification: Step I)</td>
<td>9/30/16 by 2:00PM</td>
</tr>
<tr>
<td>Interview Short List Announced</td>
<td>10/5/16 by 2:00PM</td>
</tr>
<tr>
<td>Sealed Proposal Due (Evaluation and Award: Step II)</td>
<td>10/12/16 by 8:00AM</td>
</tr>
<tr>
<td>Oral Interviews</td>
<td>10/12/16</td>
</tr>
<tr>
<td>Selection Announced</td>
<td>10/13/16</td>
</tr>
<tr>
<td>Negotiation of CM/GC Contract</td>
<td>October 2016</td>
</tr>
<tr>
<td>Contract Approval (projected)</td>
<td>October 2016</td>
</tr>
<tr>
<td>Anticipated Design Start</td>
<td>October 2016</td>
</tr>
<tr>
<td>Anticipated CM/GC Start</td>
<td>November 2016</td>
</tr>
<tr>
<td>Anticipated Construction Start/Finish</td>
<td>1/1/17 – 6/30/17</td>
</tr>
</tbody>
</table>

2. Five (5) hard copies and one (1) digital copy of the submittal are due 9/30/16 and shall be received no later than 2:00PM (MDT), at the following address:

Campus Services Building
Facilities Projects Department
Third Floor Reception Desk Rm T36-310
1945 N Wheeling St, MS F-418
Aurora, CO 80045
3. The above schedule is tentative. Responding firms shall be notified of revisions in a timely manner by email. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the schedule date and time.

B. MANDATORY PRE-SUBMITTAL CONFERENCE

1. To ensure sufficient information is available to firms preparing submittals, a mandatory pre-submittal conference has been scheduled. The intent of this conference is to tour the site and to have University of Colorado Denver staff able to discuss the project. Firms preparing submittals must attend and sign-in in order to have their submittals accepted. The pre-submittal conference will be held at:

   University of Colorado Anschutz Medical Campus
   Building 500, Bushnell Auditorium 8th Floor
   13001 East 17th Place
   Aurora, Colorado

   On 9/9/16 at 2:00PM MDT

C. CLARIFICATIONS

1. Owner initiated changes to this RFP will be issued under numerically sequenced email addenda. Addenda generally consist of the following items:

   a. Clarifications
   b. Scope Changes
   c. Time and/or Date Changes

   Respondents must acknowledge all issued addenda in their submittal and proposal.

2. Respondent initiated email requests for clarification will be received any time on or before 9/16/16 at 2:00PM. All State responses will be issued by email addenda on or before 9/21/16 at 2:00PM.

D. GENERAL INFORMATION

1. All respondents accept the conditions of this RFP, including, but not limited to, the following:
a. All submittals shall become the property of the State of Colorado and will not be returned.

b. Late submittals shall not be evaluated. Facsimile submittals shall not be accepted.

c. Any restriction as to the use of submitted materials must be clearly indicated as proprietary. The requested limitation or prohibition of use or release shall be identified in writing on a cover sheet. Blanket claims of proprietary submittals will not be honored. Fee proposals will be considered proprietary.

d. The State reserves the right to reject any or all proposals on the basis of being unresponsive to this RFP or for failure to disclose requested information.

e. The State shall not be liable for any costs incurred by respondents in the preparation of submittals and proposals nor in costs related to any element of the selection and contract negotiation process.

f. The respondent has reviewed Appendix B and by responding has agreed that the terms and conditions of the sample Construction Management/General Contracting Agreement are expressly workable without reservation.

E. PREQUALIFICATION SUBMITTALS (STEP I)

1. Respondent must comply with the following items, a through f. The State retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the State. *(Note that the primary focus of the Prequalification evaluation will be the firm(s)' capabilities).*

a. Submit five (5) complete hard copies and one (1) digital copy of all material.

b. Submittals shall be formatted and tabbed in the exact form and numeric sequence of the Evaluation Form (1 through 5) in Appendix A. A two sided single page cover letter addressed to the University Project Coordinator, Elaine Rydberg outlining the firm(s) qualifications is required at the front of the submittal. *(Not counting the cover letter and required Acknowledgement and Attestation form, the entire submittal is to be no more than 20 doubled sided 8 ½’ x 11” sized pages in portrait format, at least 10 font, and stapled, spiral or plastic bound or loose leaf notebooks.)*

c. Submittals shall be evaluated in accordance with criteria as indicated in SECTION IV. A. PREQUALIFICATION SUBMITTAL CRITERIA and ranked on the corresponding Evaluation Form in Appendix A.

d. Response to all items shall be complete.

e. All references shall be current and relevant.

f. Complete and execute the appropriate Acknowledgment and Attestation Form as provided in Section VI and submit at the back of the Prequalification Submittal.

III. ORAL INTERVIEWS/COST PROPOSALS (STEP II)

A. SHORT LIST
From the submittals received, a short list of qualified respondents shall be identified using the scoring indicated on the enclosed Evaluation Form, Appendix A.

Firms failing to meet the minimum required qualifications will not receive further consideration.

**B. ORAL INTERVIEW**

1. Mandatory oral interviews shall be conducted for the short listed firm(s) only. Interview times and location, will be arranged by the University of Colorado Denver and all short listed firms will be notified in advance. At the option of the State, a visit to the short listed firm(s) managing home office and/or representative field office may be required. *(Note that the primary focus of the Oral Interview evaluation in addition to the Cost Proposal will be the proposed Project Management Team members’ capabilities).*

**C. COST PROPOSALS**

1. Only those firms short listed for interview are required to submit their sealed proposals. (Only one copy is required on the scheduled submission date.) Cost Proposals will remain sealed until after the qualitative scoring and will then be opened. The Cost Proposal will then be considered (equivalent to 30 percent of the weighted criteria) in conjunction with the qualitative score from the response and interview (equivalent to 70 percent of the weighted criteria).

2. Cost Proposals shall be submitted on the form provided in Section VII, without modification. A Cost Proposal shall be accompanied with sufficient detail to clearly identify the fee for service and include a detailed schedule of estimated (not-to-exceed) reimbursable and non-reimbursable costs. Percentage of the cost of work is not an acceptable value. The Cost Proposal should be prepared independently in accordance with the following:

   a. Any specific services requested in the RFP and its appendices that are not included should be clearly identified. Exclusion of any required service may result in the proposal being found non-responsive.

   b. Provide a CM/GC staff schedule with staff by name, position and man-hours (assume 8 hour days) per month estimated on the project.

   c. Provide a detailed estimate of reimbursable costs including breakdown of direct salaries and payroll fringes (DPE) for on-site CM/GC personnel associated with the services. Not-to-exceed reimbursable expenses shall be provided at direct cost.

   d. Provide a detailed estimate of non-reimbursable expenses (included in fee).

   e. The State reserves the right to reject any Cost Proposal not prepared in the above manner. Proposals that exceed the available funds may be rejected outright but the State reserves the right to negotiate a reasonable fee for service within the available funds. The CM/GC contract will be a bonded lump sum contract including not-to-exceed reimbursables with a Guaranteed Maximum Price to encompass all construction work; some not-to-exceed allowances may be included as directed by the State.
3. This Fee Proposal is a binding offer to perform the services associated with the Scope of Services described in this RFP and the Designated Services and Method of Payment Matrix in Appendix B. The State reserves the right to negotiate a cost adjustment based on scope clarification subsequent to selection and prior to contract execution.

D. METHOD OF SELECTION AND AWARD

The Jury Panel shall complete a combined evaluation of qualifications and fee in accordance with the criteria as indicated in SECTION IV, B. ORAL INTERVIEWS/COST PROPOSALS/EVALUATION CRITERIA. Numerical ranking and selection of the most qualified firm (including fee) will then occur on the corresponding evaluation forms in Appendix A1.

The final fee amount and scope of services may be negotiated at the State’s discretion. Award and contract will be contingent on availability of key proposed Project Management Team staff.

IV. EVALUATION CRITERIA

A. PREQUALIFICATION SUBMITTAL CRITERIA
(Note that the primary focus of the Prequalification evaluation will be the Firm(s) capabilities).

1. QUALIFICATIONS OF THE FIRM(s)

  □ Provide a description of the composition and management structure of your firm. Identify the firm’s roles and responsibilities and relevant experience with projects of similar scope and complexity and similar fast track project delivery methods. Describe how the firm’s experience will relate to the success of this project.
  □ Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination.
  □ Provide a detailed description of the process of how your firm selects qualified sub-contractors and manages them effectively on complex multi-phased projects.
  □ Provide a detailed description of how your firm will maximize the Colorado construction work force on this project.
  □ Provide your firms’ safety record over the last ten years and describe your firms’ efforts to retain and support employees.

2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS

  □ Describe the qualifications and relevant experience of the superintendent including demonstrated experience working on projects of similar scope and complexity and time commitment for this project.
  □ Describe the qualifications and relevant experience of other key in-house staff and time commitments for this project.
  □ Identify all current office locations of the assigned staff and any other resident expertise intended to be provided under this RFP.

3. PROJECT MANAGEMENT APPROACH

  □ Provide a strategic project approach summary: Include discussion of your firm’s approach in providing successful Construction Management/General Contracting
services based on prior experience in cost, schedule and quality effectiveness. Include specific examples (1-2 page excerpts) of actual products (estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.).

☐ Provide a description of construction work Project Management Team has capability to competitively bid and self-perform, including qualifications to do such. It is the perception of the University of Colorado Denver that subcontracting CM/GC construction work is in the State’s best interest in terms of price competition. The University of Colorado Denver may, at its discretion, limit the types and amount of work Project Management Team bids and self-performs.

4. PRIOR PROJECT EXPERIENCE/SUCCESS

Select your three (3) most relevant projects and provide, at a minimum, the following:

☐ The project/contract name
☐ Description of services provided
☐ Overall construction cost of project, as applicable, including initial contract value and change orders including reasons for change orders
☐ Organizational structure of service delivery under the contract (include the owner’s organization as it interfaced with the respondent’s contract)
☐ Key assigned in-house staff (name and title)
☐ Subcontracts (service) used in the performance of the contract
☐ Schedule history
☐ Reference(s) for Owner and Architect as described in IV.E
☐ Continuing services, if any

a. Timeliness

In general, Construction Management/General Contracting work is seen as successful if it is on time, on budget, and of high quality of workmanship. Timeliness is generally based on completion by the originally scheduled date and is indicated by a Certificate of Occupancy. Please demonstrate for each of the above projects how timely delivery occurred.

b. Budget Considerations

Similar to timeliness, being on budget historically means the work was completed within the originally identified available budget. For purposes of this RFP, the State is interested not only in being within budget but also in the respondent’s ability to address and implement the following issues as well:

1. Conceptual estimating
2. Value analysis
3. Alternate solutions
4. Scope reduction that maintains project function
5. Cost/benefit analysis

Demonstrate for the above projects examples of how you accomplished the above cost control services.

c. Quality
Construction quality has the obvious traditional connotations (workmanlike, in compliance with the specifications, normal standard of care, etc.). Demonstrate for the above project examples how a high quality of workmanship was achieved.

d. Services Disruption

Demonstrate how your services on the above project examples dealt with issues of disruption at existing facilities, etc. if applicable.

e. Project Acceptability

Please discuss how your Construction Management/General Contracting services helped achieve owner satisfaction with regard to project quality and acceptability on your project examples.

f. Compliance

Provide information on how compliance with industry standards of care, building codes, etc. was achieved.

5. MISCELLANEOUS CONSIDERATIONS

a. Claims/Litigation History of Firm

Provide information on any past, current or anticipated claims (i.e., knowledge of pending claims) on respondent contracts; explain the litigation, the issue, and its outcome or anticipated outcome.

b. Apprenticeship Training Program (Optional for Step I)

Where an Apprentice Training Program certified by the Office of Apprenticeship located in the Employment and Training Administration in the United States Department of Labor exists in the State, or a comparable program for the training of apprentices is available in the State:

1. Each submitter shall demonstrate access to the certified program or a comparable alternative (Note that it is the responsibility of the submitter to demonstrate the comparability of a non-certified program) and,
2. Each submitter's subcontractor at any tier with a contract value of two hundred fifty thousand dollars or more shall demonstrate access to the certified program or a comparable alternative.

c. Other

This category is included for other items provided by the submitter. Inclusions may include standard firm promotional literature, testimonials, awards, corporate memberships in professional organizations or sponsorships, additional project/contract histories, etc, intended to demonstrate why your firm is uniquely qualified for this project.

B. ORAL INTERVIEWS/COST PROPOSALS EVALUATION CRITERIA
(Note that the primary focus of the Oral Interview evaluation in addition to the Cost Proposal will be the proposed project management team members’ capabilities).

1. QUALIFICATIONS OF THE FIRM
   - Explain the composition and structure of your project management team and how the firm will support their efforts in the field throughout this project.
   - Are the lines of authority, responsibility and coordination clearly identified?

2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS
   - Explain the prior experience with projects of similar scope and complexity and similar fast track project delivery methods of the superintendent and all other project management team members. Explain their roles and responsibilities and authority and why they are the right team members for this project.
   - Explain anticipated project management team staff current and projected workload.
   - Identify all current office locations and the resident expertise intended to be provided under this RFP. Identify the location of the staff for the performance of this contract, their expertise, and generic equipment that will be located in Colorado and act in support of the anticipated contract.

3. PROJECT MANAGEMENT APPROACH
   - Explain the strategic project approach for this project in summary: Include discussion of your team’s approach in providing successful CM/GC services based on the needs of this specific project utilizing the team’s prior past experience including cost, schedule, and quality control.
   - Explain the construction work the project management team has the capability to competitively bid and self-perform including qualifications to do such work.
   - Provide a detailed description of how your project management team will select qualified sub-contractors and manage them effectively on this project.

4. PRIOR PROJECT EXPERIENCE/SUCCESS
   - Explain the most relevant projects the superintendent and the team members have completed together and/or separately and what their role was. University of Colorado Denver may at its discretion contact references and/or conduct independent performance analysis on projects on which the team member has worked).
   - Provide descriptions of other related experience of superintendent and other project management team members.

5. MISCELLANEOUS CONSIDERATIONS
   a. Craft Labor Capabilities
      Describe the availability of resources that will be utilized to successfully complete the project.
   b. Apprenticeship Training Program (Mandatory for Step II)
      Describe access to federal or state-approved apprenticeship programs, as available.
   c. Other
This category is included for other items provided by the presenter. Inclusions may include testimonials, awards, corporate memberships in professional organizations or sponsorships, additional project/contract histories, etc, intended to demonstrate why this management team is uniquely qualified for this project.

V. CM/GC CONTRACT INFORMATION

A. Carefully review the CM/GC Contract sample (Appendix B) before initiating your response submittal. Any exceptions to the contract must be communicated formally in accordance with the written questions schedule in II.A.

B. The State reserves the right to make non-material changes to the appended model agreement, including additions and/or modifications that may be necessary to more completely describe the services defined or implied herein.

C. Any approved reimbursable expenses made under the terms of the final agreement shall be a direct pass-on cost with no adjustment to the fee described therein.

D. Any and all products, systems, methods, and procedures developed, as a result of this agreement shall remain the exclusive property of the State.

VI. ACKNOWLEDGEMENT AND ATTESTATION FORM

A. Several versions of the Acknowledgment and Attestation Form follow this section. Proper completion of the appropriate form is a mandatory requirement for a respondent to be considered responsive to this RFP Prequalification Submittal.

B. Qualifications made by a respondent in executing this form may render a submittal non-responsive as determined by the State.

VII. COST PROPOSAL FORM

A. Immediately following the Acknowledgement and Attestation Form is a Cost Proposal Form to be utilized to summarize the fee proposal for the services. Only those firms short-listed will be required to submit fee proposals as directed by the University of Colorado Denver.

B. This RFP document, its appendices, and any written addenda issued prior to the submittal of proposals, and written clarifications prior to the interview shall serve as the only basis for proposals.

C. The respondent, by submitting this proposal, does hereby accept that minor changes by the State to the exhibited contract and its exhibits, which do not adversely affect the respondent, shall not be cause for withdrawal or modification of the amounts submitted herein. Exceptions to the RFP documents and/or modification of the proposal may render the proposal non-responsive.

D. Upon due consideration and review of this document along with its appendices, written addenda, and written clarifications prior to the interview, the respondent does hereby submit the following proposal for Construction Management/General Contracting fees, consistent with the schedules provided in the Scope of Services. Respondents are hereby
advised that it is the State’s desire to accelerate design and construction schedules where reasonably possible, without adverse cost impact.

E. Respondent should complete the Cost Proposal Form by filling in all blanks on the form that follows.

F. Respondents should include a separate detailed not-to-exceed reimbursable estimate
ACKNOWLEDGEMENT AND ATTESTATION FORM
(Partnership Format)

Date: ______________________________

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on ______________________________ at ______________________________

Date                  City

___________________________, State of ________________________________

County                 State

1)___________________________________________
Partner Signature

Typed Name:_________________________

2)___________________________________________
Partner Signature

Typed Name:_________________________

Notary:______________________________________________ Date

Commission Expires:______________________________

Note: Add additional signature if there are more than two partners.
ACKNOWLEDGEMENT AND ATTESTATION FORM
(Joint Venture Format)

Date: ______________________

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Manager/General Contractor sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on _______________________________ at _________________________, Date City
________________________________________, State of _____________________________________.
County State

1) __________________________________ Binding Signature Date
Venture Partner

____________________________ Type of Business
Typed Name: _____________________________
Title: _________________________________

Witness Date
Typed Name: _____________________________

2) __________________________________ Binding Signature Date
Venture Partner

____________________________ Type of Business
Typed Name: _____________________________
Title: _________________________________

Witness Date
Typed Name: _____________________________

Note:
1. Add additional venture partners as necessary.
2. Witnesses of venture partners shall be corporate secretary for corporations, partners for partnerships, and notaries for sole proprietorships.
3. Attach venture agreement
4. Type of business shall identify the venture partner as a corporation, venture, partnership, sole proprietorship, or other legal entity.
By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on _______________________________ at _________________________,___________________________, State of _____________________________________.

___________________________________  ____________________________
Corporate Officer Signature    Date

___________________________________  ____________________________
Secretary        Date

Note: Use full corporate name and attach corporate seal here.

(SEAL)
ACKNOWLEDGEMENT AND ATTESTATION FORM
(Sole Proprietorship Format)

Date: ______________________

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on ______________________________ at _______________________,

Date       City

___________________________, State of ________________________________.

County       State

___________________________________  ____________________________
Respondent       Date

Typed Name: ________________________

___________________________  ____________________________
Notary:                   Date

Commission Expires: ___________________
COST PROPOSAL FORM
CONSTRUCTION MANAGER/GENERAL CONTRACTING (CM/GC) SERVICES

Date: _____________________

Page 1 of 1

Project Title:
PN 17-190956 B500 5th Floor West Wing Renovation

1. CM/GC Preconstruction Fee $ ________________
2. CM/GC Construction Fee $ ________________
3. General Conditions On-Site CM/GC Staff $ ________________
4. Other Reimbursable General Conditions (NTE) $ ________________

Total CM/GC Fee $ ________________

Fees are to be calculated per Exhibit A (SC-6.4), CM/GC Designated Services and Method of Payment.

Please provide a detailed breakdown to adequately describe the CM/GC staff provided, term of their services, and associated anticipated reimbursable costs so as to demonstrate as complete an understanding as possible of the services provided.

Reimbursable general condition expenses are generally confined to the on-site CM/GC construction phase staff reimbursed at direct personnel expense, plus those on-site materials, equipment and facilities to support the work of the CM/GC staff and construction subcontractors.

Acknowledge receipt of Addendum Nos. _______________

Anticipates Services outside the United States or Colorado □ Yes □ No
If the respondent anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the respondent shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform such services. (Does not apply to any project that receives federal moneys)

Will comply with 80% Colorado Labor □ Yes □ No
For State Public Works Project per C.R.S 8-17-10, Colorado labor shall be employed to perform at least 80% of the work. “Colorado Labor” means any person who is a resident of the state of Colorado at the time of the Public Works project. Respondents indicating that their bid proposal will not comply with the 80% Colorado Labor requirement are required to submit written justification along with the bid submission. A governmental body that allows a waiver shall post notice and justification for the waiver on its web site. (Does not apply to any project that receives federal moneys)

Bidder is a Service-Disabled Veteran Owned Small Business □ Yes □ No
A Service-Disabled Veteran Owned Small Business (SDVOSB) per C.R.S. 24-103-211, means a business that is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified by the Center for Veteran Enterprise within the U.S. Department of Veteran Affairs. Attach proof of certification along with the proposal submission.

Applicant or Corporate Officer Signature

________________________________________
Title
Appendix A

STATE BUILDINGS PROGRAM
PREQUALIFICATION SUBMITTAL/EVALUATION FORM
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES

Name of Firm:_________________________________________________________________
Name of Project: PN 17-190956 B500 5th Floor West Wing Renovation
Evaluator No:_______________________________________ Date: _______________________

RFP REFERENCE
MINIMUM REQUIREMENTS        Y ____ N ____
If the minimum requirements (including letter from surety) have not been met, specify the reason(s):
________________________________________________________________________________
________________________________________________________________________________

Acknowledgement and Attestation included:      Y _____ N _____

SCORE
Weight²  x  Rating³  =  Score

1. QUALIFICATIONS OF THE FIRM(s)¹
   □ Qualifications of the firm
   □ Organizational structure/lines of authority
   □ Subcontractor selection and management
   □ Colorado workforce
   □ Safety/employee support
   _______ x _______ = ________

2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS¹
   □ Qualifications and relevant experience of superintendent
   □ Qualifications and relevant experience of in-house staff
   □ Location/Access
   _______ x _______ = ________

3. PROJECT MANAGEMENT APPROACH¹
   □ Approach to successful CM/GC Services
   a. Cost effectiveness
   b. Schedule effectiveness
   c. Quality effectiveness
   □ Competitively Bid/Self Performed Work
   _______ x _______ = ________
4. PRIOR PROJECT EXPERIENCE/SUCCESS

- Project #1
  a. Timeliness
  b. Budget Considerations
  c. Quality
  d. Disruption
  e. Acceptability
  f. Compliance

- Project #2
  a. Timeliness
  b. Budget Considerations
  c. Quality
  d. Disruption
  e. Acceptability
  f. Compliance

- Project #3
  a. Timeliness
  b. Budget Considerations
  c. Quality
  d. Disruption
  e. Acceptability
  f. Compliance

- Related experience of the firm

5. MISCELLANEOUS

- Claims/litigation history
- Apprenticeship Training Program
- Other

TOTAL SCORE:

NOTES:

1. Criteria: Agencies/Institutions are encouraged to include additional criteria that reflect unique characteristics of the project under each category to help determine the submitter’s overall qualifications.

2. Weights: Agency/Institutions to assign weights, using whole numbers, to all criteria on evaluation forms for inclusion into RFQ document and prior to evaluations.

3. Ratings: Evaluator to assess the strength of each firm’s qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating. (Use whole numbers)

4. Total Score: Includes the sum of all criteria. Note: a passing score (as a percentage of the total points available) is optional and should be assigned by the agency/institution prior to evaluation.
Appendix A1

STATE BUILDINGS PROGRAM
ORAL INTERVIEWS/COST PROPOSALS EVALUATION FORM
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES

Name of Firm:__________________________________________________________________
Name of Project:  PN 17-190956 B500 5th Floor West Wing Renovation
Evaluator No:________________________________Date:______________________________

SCORE

Score

Weight\(^2\) x Rating\(^3\) =

1. QUALIFICATIONS OF THE TEAM\(^1\)  
   
   \[ \text{Rating} \times \text{Score} = \text{Total Score} \]

2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS\(^1\)  
   
   \[ \text{Rating} \times \text{Score} = \text{Total Score} \]

3. PROJECT MANAGEMENT APPROACH\(^1\)  
   
   \[ \text{Rating} \times \text{Score} = \text{Total Score} \]

4. PRIOR PROJECT EXPERIENCE/SUCCESS\(^1\)  
   
   \[ \text{Rating} \times \text{Score} = \text{Total Score} \]

5. MISCELLANEOUS\(^1\)  
   - Craft Labor Capabilities  
     \[ \text{Rating} \times \text{Score} = \text{Total Score} \]
   - Apprenticeship Training Program  
     \[ \text{Rating} \times \text{Score} = \text{Total Score} \]
   - Other  
     \[ \text{Rating} \times \text{Score} = \text{Total Score} \]

\[ \text{TOTAL SCORE: } \]

NOTES:
1. Criteria: Agencies/Institutions are encouraged to include additional criteria that reflect unique characteristics of the project under each category to help determine the submitter’s overall qualifications.
2. Weights: Agency/Institutions to assign weights, using whole numbers, to all criteria on evaluation forms for inclusion into RFQ document and prior to evaluations.
3. Ratings: Evaluator to assess the strength of each firm’s qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating. (Use whole numbers)
4. Total Score: Includes the sum of all criteria. Note: a passing score (as a percentage of the total points available) is optional and should be assigned by the agency/institution prior to evaluation.
# State Buildings Program

## Submittal and Oral Interview Ranking Matrix

Qualifications: 70%/Fee: 30%

<table>
<thead>
<tr>
<th>FIRM</th>
<th>Qualifications</th>
<th>Average Quals</th>
<th>Quals Score</th>
<th>Fee Score</th>
<th>Quals &amp; Fee Score</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>EVAL #1</td>
<td>EVAL #2</td>
<td>EVAL #3</td>
<td>EVAL #4</td>
<td>EVAL #5</td>
<td>EVAL #6</td>
</tr>
</tbody>
</table>
NOTES:

1. Insert total score from each evaluator’s PREQUALIFICATION SUBMITTAL or ORAL INTERVIEW/ COST PROPOSALS/EVALUATION FORMS. (Note that the use of the Matrix for the PREQUALIFICATION SUBMITTAL EVALUATION does not consider cost proposals only qualifications). DO NOT combine the scores of the two evaluation forms.

2. Add all evaluators’ total scores and divide by the number of evaluators to determine the average score for each firm’s qualifications.

3. The highest score for qualifications on the evaluation form is to receive 70 points, and the other team scores are to be determined as a percentage of the 70 points. To score each average qualification score, use the example formula.

Assume the highest score is 700.

<table>
<thead>
<tr>
<th>FIRM</th>
<th>Qualification Score</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRM B</td>
<td>700</td>
<td>700 x 70 = 70 points</td>
</tr>
<tr>
<td>FIRM C</td>
<td>600</td>
<td>600 x 70 = 60 points</td>
</tr>
<tr>
<td>FIRM A</td>
<td>500</td>
<td>500 x 70 = 50 points</td>
</tr>
</tbody>
</table>

4. Determine score for each firm’s sealed cost proposal with the lowest fee being equivalent to a score of 30 points. To score each fee, use the example formula.

Assume the lowest fee was $100,000.

<table>
<thead>
<tr>
<th>FIRM</th>
<th>Cost Proposal Score</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRM A</td>
<td>$100,000</td>
<td>$100,000 x 30 = 30 points</td>
</tr>
<tr>
<td>FIRM B</td>
<td>$100,000</td>
<td>$100,000 x 30 = 24 points</td>
</tr>
<tr>
<td>FIRM C</td>
<td>$100,000</td>
<td>$100,000 x 30 = 20 points</td>
</tr>
</tbody>
</table>

5. Add the average qualification score to the fee score to determine cumulative qualifications and fee score.

6. Numerically rank all firms with the highest scoring firm being the most qualified.
Appendix B

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT (Form SC-6.4) (Sample)

Sample State of Colorado CMGC Contract:
HTTPS://WWW.COLORADO.GOV/PACIFIC/SITES/DEFAULT/FILES/SC64CMGC_3.DOC

University of Colorado Denver Supplementary General Conditions and Exhibit
CU Denver Tax Forms (Included)

Service-Disabled Veteran-Owned Small Business and Minority/Women Business Enterprise Participation Report (SDVMWBE-1) (Included)
The Construction Manager/General Contractor Agreement shall be amended as follows:

ARTICLE 2. DEFINITIONS

Replace 2.1.6.8 with the following:

2.1.6.8 Exhibit D, Certification and Affidavit Regarding Unauthorized Immigrants (Form UI-1) and Minority and Women Business Enterprise Participation Report (Form MWBE-1) (Attached as Exhibit I.8)

Replace 2.1.6.23 with the following:

2.1.6.23 Exhibit I.8, Certification and Affidavit Regarding Unauthorized Immigrants) and Minority and Women Business Enterprise Participation Report (Attached)

Add 2.1.6.33 Exhibit P, UNIVERSITY OF COLORADO DENVER SUPPLEMENTARY GENERAL CONDITIONS

ARTICLE 3 CONSTRUCTION MANAGER’S SERVICES

3.12 SALES AND USE TAXES

Under 3.12 [List applicable forms] add the following:

1. City of Aurora Sales and Use Tax Exemption dated March 12, 2001
2. Colorado Department of Revenue - Contractor Application for Exemption certification
3. Tax Exempt Status of University of Colorado Denver dated November 4, 2009
5. City of County of Denver Tax confirming no exemption status dated November 5, 1999

The terms University, University of Colorado, University of Colorado Denver, Principal Representative, are the interchangeable for this replacement of Article 11.

ARTICLE 11 INSURANCE - Replace Article 11 as follows:

For purposes of this supplement “Contractor” as used herein shall mean, as appropriate to the State Contract form being used, Contractor, Standing Order Contractor, Construction Manager/General Contractor, or Design/Build Entity.
The Contractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under the Contract are satisfied, the insurance coverages set forth below.

By requiring such insurance, the Principal Representative shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or subcontractors under this contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract. The Principal Representative in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

**COVERAGES AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – ISO CG 0001 or equivalent. Coverage to include:**
   - Premises and Operations
   - Explosions, Collapse and Underground Hazards
   - Personal / Advertising Injury
   - Products / Completed Operations
   - Liability assumed under an Insured Contract (including defense costs assumed under contract)
   - Independent Contractors
   - Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent)
   - Additional Insured—Owners, Lessees or Contractors Endorsement (Completed Operations), ISO CG 2037 (7/2004 Edition or equivalent)
   - The policy shall be endorsed to include the following additional insured language on the Additional Insured Endorsements specified above: “The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.
   - Commercial General Liability Completed Operations policies must be kept in effect for up to three (3) years after completion of the project. For buildings with a construction cost greater than $99 million, the Commercial General Liability Completed Operations policies must be kept in effect for up to eight (8) years after the completion of the project.
   - An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
**Liability Limits**

<table>
<thead>
<tr>
<th>Liability Limits</th>
<th>General Aggregate</th>
<th>Products/Completed Operation Aggregate</th>
<th>Each Occurrence</th>
<th>Personal/Advertising Injury</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary General Liability</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Umbrella or Excess Liability*</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

*Umbrella or Excess Liability does not apply to projects totaling $500,000 or under.*

The following exclusionary endorsements are prohibited in the CGL policy:

1. Damage to work performed by subcontract/vendor (CG 22-94 or similar);
2. Contractual liability coverage exclusion modifying or deleting the definition of an “insured contract”;
3. If applicable to the work to be performed: Residential or multi-family;
4. If applicable to the work to be performed: Exterior insulation finish systems;
5. If applicable to the work to be performed: Subsidence or earth movement.

2. **Automobile Liability**

   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this contract

   **Minimum Limits:**
   
   Bodily Injury/Property Damage (Each Accident) $1,000,000

3. **Workers Compensation**

   • Statutory Benefits (Coverage A)
   • Employers Liability (Coverage B)

   a. Policy shall contain a waiver of subrogation in favor of the Principal Representative.
   b. This requirement shall not apply when a contractor or subcontractor is exempt under Colorado Workers’ Compensation Act., and when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

   **Minimum Limits:**

<table>
<thead>
<tr>
<th>Coverage A (Workers' Compensation)</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage B (Employers Liability)</td>
<td></td>
</tr>
<tr>
<td>Each accident</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>Disease each employee</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>Disease policy limit</td>
<td>$ 500,000</td>
</tr>
</tbody>
</table>
4. **Contractors Pollution Liability**
   - Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). Policy shall cover the Contractor’s completed operations.
   - If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.
   - **The policy shall be endorsed to include the following as Additional Insureds:** The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Construction Manager, including completed operations.
   - Endorsements CA9948 and MCS-90 are required on the Automobile Liability Coverage if the Contractor is transporting any type of hazardous materials.
   - **Contractors Pollution Liability policies must be kept in effect for up to three (3) years after completion of the project.**

Minimum Limits (Projects at or under $500,000):

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Loss</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Minimum Limits (Projects over $500,000):

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Loss</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

5. **Professional Liability (Errors and Omissions)**
   *(This Professional Liability requirement applies only to Design/Build Entity SC-8.0 and 9.0.)*

   - The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. The policy/coverages shall be amended to include the following:

   Amendment of any Contractual Liability Exclusion to state: “This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts.”

   - In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
   - Policy shall contain a waiver of subrogation against The Regents of the University of Colorado, a Body Corporate.
Wrongful Act $2,000,000  
General Aggregate $2,000,000  

6. **Builder’s Risk/ Installation Floater**

Unless otherwise provided or instructed by the Principal Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, Builder’s Risk Insurance in the amount of the initial contract amount as well as subsequent modifications for the entire project at the site on a replacement cost basis without optional deductibles. This coverage is required for new buildings or additions to existing buildings and for materials and equipment to be installed in existing structures.

- Covered Cause of Loss: Special Form
- Include Theft and Vandalism
- Labor costs to repair damaged work
- Shall be written for 100% of the completed value (replacement cost basis)
- Deductible maximum is $50,000.00
- Waiver of Subrogation is to apply
- The Regents of the University of Colorado, a body corporate, shall be added as Additional Named Insured on Builders Risk.

1. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

2. The Policy shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Principal Representative has insurable interest in the property to be covered, whichever is later.

3. The Builder’s Risk insurance shall include interests of the Principal Representative, and if applicable, affiliated or associated entities, the General Contractor, subcontractors and sub-tier contractors in the project.

4. Builders’ Risk Coverage shall be on a Special Covered Cause of Loss Form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition, increased cost of construction, architect’s fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including hot testing, where applicable). Other coverages may be required if provided in contract documents.

5. The Builders’ Risk shall be written for 100% of the completed value (replacement cost basis) of the work being performed. The Builders’ Risk shall include the following provisions:
   a. Replacement Cost Basis - including modification of the valuation clause to cover all costs needed to repair the structure or work (including overhead and profits)
and will pay based on the values figured at the time of rebuilding or repairing, not at the time of loss.

b. Modify or delete exclusion pertaining to damage to interior of building caused by an insured peril against all losses covered. Also provide coverage for water damage.

Note, if the addition, or renovation is to an existing building, the Principal Representative requires that the Contractor provide as an option to include the existing building into the Builders' Risk Policy. The Principal Representative shall provide the replacement cost value of the existing building.

6. At the option of the Principal Representative, the Principal Representative may include Soft Costs (including Loss of Use)/Delay in Opening Endorsement under the builder’s risk policy. The Principal Representative agrees to provide the necessary exposure base information for quotation by the Builder’s Risk carrier. The Principal Representative agrees to pay the premium associated with the Soft Costs coverage, the Principal Representative decides to purchase this coverage.

7. The Builders’ Risk Policy shall specifically permit occupancy of the building during construction. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use. The Principal Representative and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builders’ Risk Policy. The Builders’ Risk Policy shall remain in force until acceptance of the project by the Principal Representative.

8. The deductible shall not exceed $50,000 and shall be the responsibility of the Contractor except for losses such as flood (not water damage), earthquake, windstorm, tsunami, volcano, etc. Losses in excess of $50,000 insured shall be adjusted in conjunction with the Principal Representative. Any insurance payments/proceeds shall be made payable to the Principal Representative subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

The Principal Representative shall have the authority to adjust and settle any losses in excess of $50,000 with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Principal Representative exercise of this power. It is expressly agreed that nothing in this section shall be subject to arbitration and any references to arbitration are expressly deleted.

9. The Contractor is responsible for providing 45 days’ notice of cancellation to the Principal Representative. The policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Project.

If the Contractor does not intend to purchase such Builder’s Risk Insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Principal Representative as stated in writing prior to commencement of the work. The Principal Representative may then affect insurance that will protect the interests of the Principal Representative, the General Contractor, Subcontractors and sub-tier contractors in the project. Coverages applying shall be the same as stated above including other coverages that may be required by the Principal Representative. The cost shall be charged to the Contractor. Coverage shall be written for 100% of the completed value of the work being performed, with a deductible not to exceed $50,000 per occurrence for most projects.
All deductibles will be assumed by the Contractor. Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered, and Beneficial Occupancy Endorsements are to apply.
If the Principal Representative is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Principal Representative, then the Contractor shall bear all reasonable costs properly attributable thereto.

ADDITIONAL INSURANCE REQUIREMENTS

1. All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
2. Contractor's insurance carrier should possess a minimum A.M. Best's Insurance Guide rating of A- VI.
3. On insurance policies where the Principal Representative are named as additional insureds, the Principal Representative shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
4. Contractor shall furnish the Principal Representative with certificates of insurance (ACORD form or equivalent approved by the Principal Representative) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the Principal Representative before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
5. Upon request by the Principal Representative, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
6. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available resources.
7. The Contractor shall advise the Principal Representative in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the Principal Representative a new certificate of insurance showing such coverage is in force.
8. Provide a minimum of thirty (30) days advance written notice to the Principal Representative for cancellation, non-renewal, or material changes to policies required under the Contract (45 days for builders' risk coverage).

Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the Principal Representative. The Principal Representative reserves the right to negotiate additional specific insurance requirements at the time of the contract award.

Subcontractors
Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however,
subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate.

**Non-Waiver**
The parties hereto understand and agree that The Principal Representative is relying on, and
does not waive or intend to waive by any provision of this Contract, the monetary limitations or
any other rights, immunities, and protections provided by the Colorado Governmental Immunity
Act, et seq., as from time to time amended, or otherwise available to the Principal Representative
or its officers, employees, agents, and volunteers.

**Mutual Cooperation**
The Principal Representative and Contractor shall cooperate with each other in the collection of
any insurance proceeds which may be payable in the event of any loss, including the execution
and delivery of any proof of loss or other actions required to effect recovery.

(Revised 7-21-11)

**ARTICLE 21. MISCELLANEOUS. PROVISIONS**

Delete the following section except for Projects that are ARRA funded:

**21.22 STATEWIDE CONTRACT MANAGEMENT SYSTEM**

Add the following:

**21.24 UNIVERSITY OF COLORADO DENVER POLICY ON SEXUAL HARASSMENT**

1) The Contractor shall vigorously pursue to the greatest extent possible, adherence to
the University of Colorado Denver Policy on Sexual Harassment and also require all
employees, and employees of all subcontractors of any kind, working on this project
to adhere to this Policy.

2) Statement of Policy: It is the policy of the University of Colorado Denver to maintain
the community as a place of work, study, and residence free of sexual harassment
or exploitation of students, faculty, staff, and administrators. Sexual harassment is
prohibited on campus and in university programs. The university is committed to
taking appropriate action against any of its officials, employees or students who
violate the policy prohibiting sexual harassment.

3) Definition of Sexual Harassment: For purposes of this Policy, sexual harassment is
defined as conduct which is unwelcome and consists of:

   1. sexual advances; 2. requests for sexual favors; or 3. other verbal or physical
conduct of a sexual nature when submission to such conduct is made either explicitly
or implicitly a term or condition of an individual's employment or academic decisions
affecting the individual; or when such conduct has the purpose or effect, of
unreasonably interfering with an individual's work or academic performance by
creating an intimidating, hostile, or offensive working or educational environment.
Conduct prohibited under this policy may occur between persons of the same sex or of different sexes and may manifest itself in different ways. For example, sexual harassment may be as undisguised as a direct solicitation of sexual favors, or arise from behavior which has the effect of creating an intimidating, hostile, or offensive educational or working environment. In this regard, the following types of acts, if pervasive and continuous, are more likely than not to be considered sexual harassment: unwelcome physical contact, sexual remarks about a person's clothing, body, or sexual relations, conversation of a sexual nature or similar jokes and stories, and the display of sexually explicit materials in the workplace or their use in the classroom without defensible educational purpose.

4) Consequence of Sexual Offenses: The university may require the Contractor to remove from university property any individual or individuals who violate the policy prohibiting sexual harassment.

21.25 UNIVERSITY OF COLORADO DENVER POLICY ON SECURITY BADGING

1) All costs and time associated with obtaining a University security badge for Contractor employees working on campus shall be borne by the Contractor.
CERTIFICATE OF EXEMPTION FOR COLORADO STATE SALES/USE TAX ONLY

<table>
<thead>
<tr>
<th>USE ACCOUNT NUMBER</th>
<th>LIABILITY INFORMATION</th>
<th>ISSUE DATE</th>
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<tbody>
<tr>
<td>98-00799-0000</td>
<td>01 006 N 080179</td>
<td>NOV 04 2009</td>
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</tbody>
</table>

1380 LAWRENCE ST  DENVER CO 80217

UNIVERSITY OF COLORADO DENVER
CAMPUS BOX 129  PO BOX 173364  DENVER CO 80217

NEW AUTOMATED SERVICES FOR AND ABOUT BUSINESSES

The Colorado Department of Revenue Sales Tax Information System provides the following automated services:

* Colorado Sales Tax Rates - find specific city, county and special district rates.
* Verification of Sales Tax License Exemption Numbers - determine whether a Colorado sales tax license or exemption certificate is valid.
* Tax Rates by Account Number - find sales tax rates and locations for specific sales tax accounts.

These services make it possible for taxpayers to help themselves to information 24 hours a day - without requiring the assistance of a customer service representative. In this way, more complicated or confidential tax information inquiries can be reserved for speaking to a live agent.

Listen and look for these services on the department's business tax information phone line at 303-238-FAST (3278) for specific account information, 303-238-SERV (7378) for general information or the DOR Web site at www.taxcolorado.com

Web users can try the new system online at www.taxview.state.co.us We are interested in your comments about the system. You can send us an e-mail with your comments through our Department of Revenue Web site.
SALES TAX EXEMPTION CERTIFICATE
MULTI-JURISDICTION

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<tr>
<th>Issued to (Seller)</th>
<th>Address</th>
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<tr>
<td>Regents of University of Colorado</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legal Authority</th>
<th>Qualifies As</th>
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<tbody>
<tr>
<td></td>
<td>WHOLESALE, RETAILER, MANUFACTURER, LESSOR (See code on reverse side), CHARITABLE OR RELIGIOUS</td>
</tr>
</tbody>
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1) [ ] POLITICAL SUBDIVISION OR GOVERNMENTAL AGENCY [ ] OTHER (Specify)
   - and is registered with the below listed states and cities within which your firm would deliver purchases to us which are for resale or lease by us in the normal course of our business which is ____________________________ or ____________________________
2) [ ] POLITICAL SUBDIVISION OR GOVERNMENTAL AGENCY [ ] OTHER WISE EXEMPT BY STATUTE (SPECIFY)

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<tr>
<th>City or State</th>
<th>City of</th>
<th>State Registration or ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Aurora</td>
<td></td>
<td>98-00799-0000</td>
</tr>
<tr>
<td>City or State</td>
<td>Colorado</td>
<td>98-00915</td>
</tr>
<tr>
<td>City or State</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If the list of states and cities is more than six (6), attach a list to this certificate.

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

General description of products to be purchased from the seller

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature (Owner, Partner or Corporate Officer)

Title: Associate Vice President and University Controller

Date: 7/25/2008
March 12, 2001

Wayne F. Henderson
Vice Chancellor for Administration and Finance
University of Colorado Health Sciences Center
Fitzsimons, Building 500, Room C1003
P.O. Box 6508
Aurora, Colorado 80045-0508

RE: Letter of Commitment

Dear Mr. Henderson:

I am in receipt of your letter dated February 27, 2001, requesting that I issue a letter of commitment to the University of Colorado Health Sciences Center ("UCHSC") pursuant to City Code Section 130-63(c). It is my understanding that UCHSC is part and parcel of the University of Colorado, a public institution of higher education of the State of Colorado. § 23-20-101, et seq., C.R.S. You have asked for some assurance that UCHSC is exempt from the payment of City sales and use tax, as well as the employer portion of the City occupational privilege tax.

City Code Section 130-157(1) exempts all sales of tangible personal property and taxable services to the various political subdivisions of this state from imposition of City sales tax. Identical exemptions exist in both the City Use Tax ordinance (City Code § 130-198(5)) and the City Employer Occupational Privilege Tax ordinance (City Code § 130-405(1)). Accordingly, UCHSC falls squarely within each of these three exemptions.

It should be noted, however, that these exemptions do not extend to the collection of City tax. For instance, UCHSC must collect, report, and remit City sales tax on any retail sale of tangible personal property or taxable services it makes to a non-exempt third party. City Code § 130-160. Likewise, UCHSC
must also collect, report, and remit the employee portion of the City occupational privilege tax for each person it employs within the City for any period of time within a calendar month sufficient to receive no less than $250.00 as compensation for such employment. *City Code § 130-464.*

With respect to the deposit and ultimate payment of City use tax on construction materials, it is the longstanding policy of the City that the party who contracts for and directs and controls the construction of building improvements is liable for such tax. *See Fifteenth Street Investment Co. v. People, 102 Colo. 571, 81 P.2d 764 (1938).* Under the circumstances described in your request, it is UCHSC, and not its contractors, upon whom sole liability for the payment of City use tax would rest. Because UCHSC is an exempt entity, no use tax is due and owing on the purchase and subsequent use of construction materials for the development of UCHSC's property at the Fitzsimons site.

With regard to your additional requests, the City has no objection if UCHSC's contractors wish to use this letter to present to City building officials and third-party retailers as evidence of UCHSC's tax exemption. As for any future revocation of this letter, unless the status of UCHSC as a political subdivision changes, the various City tax exemptions which UCHSC is entitled to claim cannot be lawfully repealed without the prior approval of the City's voters. *See Colo. Const. Art. X, § 20(4)(a).* Therefore, the City believes UCHSC will be adequately informed in the event that the City decides to seek approval for any change in its tax laws that would impact UCHSC's tax-exempt status.

Very truly yours,

*Signature*

John Gross
Director of Finance
November 5, 1999

University of Colorado Procurement Service Center
Fitzsimons Building 500 Rm. B4325
Mail Stop F 719
P.O. Box 6508
Aurora, CO 80045

Ladies/Gentlemen:

The University of Colorado Procurement Service Center is exempt from the Denver sales tax per Sec. 53-26 (1) of the City Retail Sales Tax Article:

Sec. 53-26(1) Exemptions.

There shall be exempt from taxation under the provisions of this Article the following:
(1) All sales to the United States Government, to the State, its departments and institutions and the political subdivisions thereof, only when purchased in their governmental capacities.

To qualify for the exemption, purchases must be billed direct to the organization, and payment made from funds of the organization.

The exemption does not extend to construction contractors who may perform contracts for you; they are the consumer of all property purchased and used in the performance or contracts for others. Nor does the exemption apply to purchases by employees or members for their own personal use.

You may reproduce this letter to furnish to suppliers as needed.

Sincerely,

Scott Sprague, Audit Manager
Tax Compliance/Audit Section
(303) 640-3484
Michael J. Barden  
University of Colorado at Denver and Health Sciences Center(UCDHSC)  
Building 500, Mail Stop F418  
P.O. Box 6508  
Aurora CO 80045  

April 7, 2006  

Dear Mr. Barden:  

This is in response to your letter of March 1, 2006, to Bruce Nelson of the Department of  
Revenue regarding sales tax exemption from county and special district sales taxes for  
UCDHSC construction projects at the Fitzsimons campus. Mr. Nelson has left the  
Department, so I am responding to your inquiry.  

In regards to Adams County sales and use tax, the sales tax is collected by the  
Department of Revenue, not the city of Aurora. Use tax on building materials is  
collected by the county when issuing building permits. Under 29-2-105(d), 39-26-  
708(1)(a) and 39-26-708(2)(a), C.R.S., UCDHSC and its contractors and sub-contractors  
are exempt from county sales and use tax on construction and building materials for  
State/UCDHSC owned real property.  

In regards to special district sales and use taxes, UCDHSC and its contractors and sub-  
contractors are exempt from sales and use tax pursuant to the exemptions granted in  
39-26-708(1)(a) and 39-26-708(2)(a), C.R.S., for the Regional Transportation District  
under 32-9-119(2)(c)(II), C.R.S., for the Scientific and Cultural District under 32-13-  
107(2), C.R.S, and for the Metropolitan Football Stadium District under 32-15-110(2)(a),  
C.R.S.  

Additionally, for construction projects in the City and County of Denver, UCDHSC and its  
contractors and sub-contractors are exempt from the aforementioned special district  
sales and use taxes, as well as state sales and use tax.  

Should you have additional questions regarding these matters, feel free to contact me.  

Respectfully,  

Steve Asbell  
Taxpayer Service Policy Group  
Colorado Dept of Revenue  
Ph:303.866.3889  email: sasbell@spike.dor.state.co.us
# CONTRACTOR APPLICATION FOR EXEMPTION CERTIFICATE

Pursuant to Statute Section 39-26.708(1)(a)(XIX)

The exemption certificate for which you are applying must be used only for the purpose of purchasing construction and building materials for the exempt project described below. This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works owned and used by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law.

A separate certificate is required for each contract.

Subcontractors will not be issued Certificates of Exemption by the Department of Revenue. It is the responsibility of the prime contractor to issue certificates to each of the subcontractors. *(See reverse side.)*

**SEND COMPLETED FORMS TO: COLORADO DEPARTMENT OF REVENUE, DENVER, CO 80261**

**FAILURE TO ACCURATELY COMPLETE ALL BOXES WILL CAUSE THE APPLICATION TO BE DENIED.**

<table>
<thead>
<tr>
<th>Contractor/Account No. (Leave blank if filing for the first time)</th>
<th>Period</th>
<th>Contractor/Account No. (Leave blank if filing for the first time)</th>
<th>Period</th>
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<tbody>
<tr>
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<td>0170-750 (999) $0.00</td>
<td>89 -</td>
<td>0170-750 (999) $0.00</td>
</tr>
</tbody>
</table>

## CONTRACTOR INFORMATION

- **Trade name/DBA:**
- **Owner, partner, or corporate name:**
- **Mailing address (City, State, Zip):**
- **Contact Person**
- **E-Mail address:**
- **Federal Employer's Identification Number:**
- **Bid amount for your contract:** $ 
- **Fax number:** ( )
- **Business telephone number:** ( )
- **Colorado withholding tax account number:**

## EXEMPTION INFORMATION

Copies of contract or agreement pages, identifying the contracting parties, bid amount, type of work, and signatures of contracting parties MUST be attached.

- **Name of exempt organization (as shown on contract):** 98 -
- **Exempt organization's number:**
- **Address of exempt organization (City, State, Zip):**
- **Principal contact at exempt organization:**
- **Principal contact's telephone number:**
- **Physical location of project site (give actual address when applicable and Cities and/or County (ies) where project is located):**
- **Scheduled construction start date:**
- **Month** | **Day** | **Year** | **Estimated completion date:**
- **Month** | **Day** | **Year**

*I declare under penalty of perjury in the second degree that the statements made in this application are true and complete to the best of my knowledge.*

<table>
<thead>
<tr>
<th>Signature of the business owner, partner or corporate officer:</th>
<th>Title of corporate officer:</th>
<th>Date:</th>
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Special Notice

Contractors who have completed this application in the past, please note the following changes in procedure:

The Department will no longer issue individual Certificates of exemption to subcontractors. Only prime contractors will receive a Contractor's Exemption Certificate on exempt projects.

Upon receipt of the Certificate, the prime contractor should make a copy for each subcontractor involved in the project and complete it by filling in the subcontractor’s name and address and signing it.

The original Certificate should always be retained by the prime contractor. Copies of all Certificates that the prime contractor issued to subcontractors should be kept at the prime contractor’s place of business for a minimum of three years and be available for inspection in the event of an audit.

Once an 89# has been assigned to you, please use the next five numbers following it for any applications submitted for future projects. This should be your permanent number. For instance, if you were assigned 89-12345-0001, every application submitted thereafter should contain 89-12345 on the application. The succeeding numbers will be issued by the Department of Revenue. **DO NOT** enter what you believe to be the next in sequence as this may delay processing of your application.
SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS AND MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION REPORT

Institution/Agency: University of Colorado Denver / GFE
Project No./Name: 17-190956 / B500 5th Floor West Wing Renovation

I. The undersigned Architect/Engineer/Consultant/Contractor hereby certifies that the (company) (joint venture) (is) (is not)* a service-disabled veteran-owned enterprise as defined in this report. The undersigned Architect/Engineer/Consultant/Contractor hereby certifies that the (company) (joint venture) (is) (is not)* a minority enterprise as defined in this report. The undersigned Architect/Engineer/Consultant/Contractor hereby certifies the (company) (joint venture) (is) (is not)* a woman-owned business enterprise as defined. (*Strike out where inapplicable.)

*Persons signing hereby swear and affirm that they are authorized to act on Architect/Engineer/Consultant/Contractor’s behalf and acknowledge that the State is relying on their representations to that effect. Principal is not a recognized title and will not be accepted

ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR

Legal Name of Contracting Entity

*Signature

By: ____________________________________________

Name (print)     Title

Date: ________________________________

II. It is the general policy of the State of Colorado to be as inclusive as possible to all member communities when spending taxpayer dollars. It is also the intent of the State to address the goals of the HB14-1224 | CRS 24-103-211 of at least 3% of all contracts by dollar value to be awarded to SDVOSBs.

III. REQUIREMENTS

A. Service-Disabled Veteran-Enterprise (SDVE) means for the purpose of this report, a business who must be incorporated or organized in Colorado or they must maintain a place of business or have an office in Colorado and who are officially registered and verified as a SDVOSB by the Center for Veteran Enterprise within the U.S. Department of Veterans Affairs (www.vip.vetbiz.gov) per CRS 24-103-211

B. Minority Business Enterprise (MBE) means, for the purpose of this report, a business enterprise at least 51 percent that is owned and controlled by minority group members, or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned and controlled by minority group members. Eligible persons are expected to be engaged full time in the day-to-day operation and management of the business. Minority group members are ethnic minorities including African American, Hispanic American, Native American or Asian/Pacific American.

C. Women Business Enterprise (WBE) means, for the purpose of this report, a business enterprise of at least 51 percent of which is owned and controlled by a woman or women, or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned and controlled by women. Women are expected to be engaged full time in the day-to-day operation and management of the business.

D. The University of Colorado Denver does not have a certification process for nor does it require MBE’s and WBE’s to be certified.
E. The percentages of service-disabled veteran, minority and women-owned business participation will be determined by dollar value of the work subcontracted to or joint ventured with service-disabled veteran, minority, and women-owned firms, as compared to the total dollar value of the bid amount for all work bid under this contract.

F. Prior to the award of this contract, the contractor will be required to provide to the Principal Representative a list of SDV/M/WBE enterprises, stipulating the dollar amount of each subcontract or supplier of materials on page 2 of this Service-Disabled Veteran, Minority and Women Business Enterprises Participation Report.

G. The contractor will retain records and documents showing the level of participation for two years following completion of this contract. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by an authorized representative of the Principal Representative, or its designated representatives, and will be submitted to such representatives upon written request.

ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR:

| SDVOE: Yes | MBE: Yes | WBE: Yes |
| No | No | No |

Total Contract Amount: $ ___________

<table>
<thead>
<tr>
<th>Name and Address of SDV/M/WBE Subcontractors and/or Suppliers and/or Self-Performed Work by SDV/M/WBE Primes*</th>
<th>SDVE Contract Amounts</th>
<th>MBE Contract Amounts</th>
<th>WBE Contract Amounts</th>
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*Indicate ethnicity based on Paragraph III. A. above.

Total SDVE Contracts: $ ____________________________
Total MBE Contracts: $ ____________________________
Total WBE Contracts: $ ____________________________
Total SDVE %: ____________________________
Total MBE %: ____________________________
Total WBE %: ____________________________
CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: University of Colorado Denver GFE
Project No./Name: 17-190956 / B500 5th Floor West Wing Renovation

A. CERTIFICATION STATEMENT CRS 8-17.5-101 & 102 (HB 06-1343, SB 08-193)

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.

2. The Vendor certifies that it does not now employ or contract with an unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.

3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

B. AFFIDAVIT CRS 24-76.5-101 (HB 06S-1023)

4. If the Vendor is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

   ☐ I am a United States citizen, or
   ☐ I am a Permanent Resident of the United States, or
   ☐ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this ______ day of __________, __20__.

VENDOR:

__________________________
Vendor Full Legal Name

BY: ________________________
Signature of Authorized Representative

__________________________
Title
Appendix D

(PROGRAM PLAN, ETC.)