



**ADVERTISEMENT FOR BIDS**  
**Design/Bid/Build**  
**State of Colorado**  
*University of Colorado Denver | Anschutz Medical Campus (GFE)*  
**Notice Number: PN 21-147297**

Project No: **21-147297**  
Project Title: **CU Anschutz | Denver Small Construction Purchase Program (SCPP)**  
Estimated Construction Cost: **N/A**  
Publish Date: **3/15/2021**

**Settlement Notices**

**For all projects with a total dollar value above \$150,000 Notice of Final Settlement is required by C.R.S. 38-26-107(1).  
Final Settlement, if required, will be advertised via: Electronic Media**

**Project Description**

The University of Colorado Denver | Anschutz Medical Campus Small Construction Purchase Program (SCPP) is the University's established program for procurement of small construction projects valued \$25,000 - \$500,000. This program is established to meet the requirements of the Office of the State Architect for procurement of small construction projects.

The University will be accepting proposal from contractors seeking to pre-qualify for the SCPP for a duration of three years (April 2021 – March 2024). Contractors must be capable of successfully executing construction projects in an occupied education and research environment without incurring disruption of on-going programs while maintain a clean project site. Contractor proposal will be accepted by the University for pre-qualification of the following category of contractors:

1. GENERAL CONTRACTORS
2. MECHANICAL CONTRACTORS
3. PLUMBING CONTRACTORS
4. ELECTRICAL CONTRACTORS
5. ASBESTOS ABATEMENT CONTRACTORS

The University is not pre-qualifying contractors other than those listed above.

Four basic types of projects that will be solicited through the Small Construction Purchase Program include: (1) existing space with adjacent occupancy, (2) existing space without adjacent occupancy, (3) new construction space with adjacent occupancy, and (4) general infrastructure repairs and upgrades.

Qualification under this program is not a guarantee of any work.

Individual projects advertised under the program will not exceed \$500,000 in total construction costs. Work may be performed for any properties controlled by the University of Colorado Denver | Anschutz Medical Campus.

The University maintains a website with general SCPP information and a listing of currently approved contractors.

<https://www.cuanschutz.edu/offices/facilities-management/construction-projects/small-construction-purchase-program>

All University projects advertised for bid including SCPP projects can be found on the University Bidding & RFP website:

<https://www.cuanschutz.edu/offices/facilities-management/construction-projects/RFP>

CONTRACTORS THAT ARE CURRENTLY APPROVED FOR THE SCPP SHOULD NOT SUBMIT A PROPOSAL UNTIL THE YEAR THEIR APPROVAL EXPIRES.

### **Scope of Services**

Four basic types of work that will be bid under this program are:

1. Existing space with adjacent occupancy
2. Existing space without adjacent occupancy
3. New construction space with adjacent occupancy
4. General infrastructure repairs and upgrades

### **Minimum Requirements**

Notice is hereby given to all interested parties that all firms will be required to meet all minimum requirements to be considered for this project. Failure to establish meeting the minimum requirements within the submittal package shall be deemed non-responsive. To be considered as qualified, interested firms shall have, as a minimum:

1. Be a licensed contractor by a City in the State of Colorado. License, where applicable, should match work being performed; and
2. Been in business under your current business name and actively building projects in the current trade, in the State of Colorado, with verifiable project experience for a minimum of three (3) Consecutive Years; and
3. Provided General Contracting services within the last three (3) years for at least five (5) projects up to \$500,000 (initial bid hard costs) as small construction, special projects, standing-order, term, or maintenance contractor.
4. Demonstrated specific General Contracting experience in projects of similar scope and complexity to those on college campuses, education facilities, research labs, manufacturing, high-tech, medical or similar type facility; and
5. Contractors shall utilize the expertise present in their Colorado Office; and

6. Demonstrated labor & material and performance bonding capability up to \$500,000 for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity; and

7. Sign the Acknowledgement and Attestation Form.

FOR ASBESTOS / ABATEMENT CONTRACTORS:

8. Maintain a current CDPHE General Abatement Contractor Certificate

Firms meeting the minimum requirements may obtain documents on the website accompanying this advertisement.

University of Colorado Denver | Anschutz Medical Campus

Facilities Projects – Request for Qualifications website:

<https://www.cuanschutz.edu/offices/facilities-management/construction-projects/RFQ>

Colorado CORE/ColoradoVSS:

<https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService>

### **Other Information**

Review the full Request for Proposal for all requirements to participate and submit in the Small Construction Purchase Program.

<https://www.cuanschutz.edu/offices/facilities-management/construction-projects/RFQ>

Preference shall be given to Colorado resident bidders and for Colorado labor, as provided by law.

### **Pre-Bid Meeting**

Mandatory Pre-Submittal Meeting will be held:

#### **ONLINE ZOOM MEETING**

**You must pre-register to receive the link and information for the meeting.**

#### **Registration Link:**

<https://ucdenver.zoom.us/meeting/register/tJYscuqvzgvEt1hdLoTFODBe-Nz9iY7Ejj2>

**Date and Time: 03/26/2021, 1:00 – 1:45 PM**

**NOTE:** Submittals received from contractors who have not attended the mandatory pre-bid meeting will not be considered for the SPP. Questions will be collected until 03/18/2021 at 2:00 PM from those who attended mandatory pre-bid meeting. Questions will be answered by 03/19/2021 at 2:00 PM.

### **Schedule/Submission Details**

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

Advertisement	3/15/2021
<b>Mandatory Pre-Submittal Conference</b>	<b>3/26/2021 1:00 PM</b>
Date Email Questions Due	3/31/2021 3:00 PM
Date Email Answers Issued	4/02/2021
<b>Qualification Submittal Deadline</b>	<b>4/14/2021 3:00 PM</b>
<b>Final Scoring and Approval Posted</b>	<b>4/30/2021</b>
Individual project RFP/Bid/DQs	<b>On-going through SCPP</b>

2. **Contractor Submittal:** Specific requirements for submittals shall be followed. In order to facilitate review, ONE (1) PDF of submittal must be submitted by due date/time.

Submittal to be submitted online at the following website:

[https://ucdenverdata.formstack.com/forms/rfp\\_rfq\\_submission](https://ucdenverdata.formstack.com/forms/rfp_rfq_submission)

Agency: University of Colorado Anschutz Medical Campus  
Contact Name: Ben Bohmann  
Email: [Ben.Bohmann@cuanschutz.edu](mailto:Ben.Bohmann@cuanschutz.edu)  
Address: Campus Services Building  
1945 Wheeling Street  
3<sup>rd</sup> Floor Facilities Projects Reception Desk  
Aurora, CO 80045

Comments: **Late sealed bids will be rejected without consideration. The University of Colorado Denver (GFE) and the State of Colorado assume no responsibility for costs related to the preparation of submittals.**

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.

#### **Point of Contact/Clarification**

Name: **Ben Bohmann**  
Agency: University of Colorado Denver | Anschutz Medical Campus (GFE)  
Phone: 303.724.3956  
Email: [ben.bohmann@cuanschutz.edu](mailto:ben.bohmann@cuanschutz.edu)

**This Notice is also available on the web at [www.colorado.gov/pacific/osa/cdnotices](http://www.colorado.gov/pacific/osa/cdnotices)**

Media of Publication(s): **University of Colorado Denver Facilities Projects Website  
Colorado CORE/ColoradoVSS**  
Publication Dates: **March 15, 2021**



**STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM**



**REQUEST FOR PROPOSALS  
FOR  
SMALL CONSTRUCTION PURCHASING PROGRAM (SCPP)**

**For The**

**University of Colorado Denver | Anschutz Medical Campus**

**For The**

**CU Anschutz | Denver 2021 SCPP (Project Number 21-147297)**

**3/15/2021**

# **REQUEST FOR PROPOSALS FOR SMALL CONSTRUCTION PURCHASING PROGRAM (SCPP)**

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**SMALL CONSTRUCTION PURCHASING PROGRAM (SCPP)  
REQUEST FOR PROPOSALS  
UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS**

**I. INTRODUCTION**

**PROJECT NAME:** CU Anschutz | Denver 2021 SCPP  
**PROJECT NUMBER:** 21-147297

**For projects costs:** \$25,000 - \$500,000

**A. SOLICITATION DESCRIPTION**

The University of Colorado Denver | Anschutz Medical Campus Small Construction Purchase Program (SCPP) is the University's established program for procurement of small construction projects valued \$25,000 - \$500,000. This program is established to meet the requirements of the Office of the State Architect for procurement of small construction projects.

The University will be accepting proposal from contractors seeking to pre-qualify for the SCPP for a duration of three years (April 2021 – March 2024). Contractors must be capable of successfully executing construction projects in an occupied education and research environment without incurring disruption of on-going programs while maintain a clean project site. Contractor proposal will be accepted by the University for pre-qualification of the following category of contractors:

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Qualification under this program is not a guarantee of any work.

Individual projects advertised under the program will not exceed \$500,000 in total construction costs. Work may be performed for any properties controlled by the University of Colorado Denver | Anschutz Medical Campus.

The University maintains a website with general SCPP information and a listing of currently approved contractors.

<https://www.cuanschutz.edu/offices/facilities-management/construction-projects/small-construction-purchase-program>

All University projects advertised for bid including SCPP projects can be found on the University Bidding & RFP website:

<https://www.cuanschutz.edu/offices/facilities-management/construction-projects/RFP>

CONTRACTORS THAT ARE CURRENTLY APPROVED FOR THE SCPP SHOULD NOT SUBMIT A PROPSOAL UNTIL THE YEAR THEIR APPROVAL EXPIRES.

## B. SCHEDULE

The following is a detailed schedule of events for the RFP process.

Advertisement	3/15/2021
<b>Mandatory Pre-Submittal Conference</b>	<b>3/26/2021 1:00 PM</b>
Date Email Questions Due	3/31/2021 3:00 PM
Date Email Answers Issued	4/02/2021
<b>Qualification Submittal Deadline</b>	<b>4/14/2021 3:00 PM</b>
<b>Final Scoring and Approval Posted</b>	<b>4/30/2021</b>
Individual project RFP/Bid/DQs	<b>On-going through SCPP</b>

## C. PROJECT DELIVERY FOR SCPP PROJECTS

Following approval to the SCPP, contractors will be invited to submit bids and documented quotes for the duration of their approval. The University will use the design/bid/build approach to project delivery for SCPP projects.

### Documented Quotes – Project Values \$25,000 - \$149,999

Advertisement for Document Quotes will be solicited for projects and based 100% on firm fixed price, verification and understanding of project scope, and confirmation that the schedule can be achieved. Pre- or post-qualifications may occur for specialized projects.

- Project will be contracted through the issuance of a Construction Purchase Order.
- Bid Bond required for all Documented Quotes and Bids over \$50,000.
- The General Conditions of the Construction Contract SC-6.23; and, the University of Colorado Denver | Anschutz Medical Campus Supplementary General Conditions can be found in the appendices.

### Advertisement for Bid – Project Values \$150,000 - \$500,000

An Advertisement for Bids will be solicited for projects over \$150,000. Selection will be based 100% on firm fixed price, verification and understanding of project scope, and confirmation that the schedule can be achieved. Pre- or post-qualifications may occur for specialized projects.

- Bid Bond Required
- Labor and Material & Payment and Performance Bonds required.
- 5% retaining held on all projects.
- Project will be contracted with the State of Colorado Contractors Agreement (Design/Bid/Build) SC-6.1 with University modifications.

- The General Conditions of the Construction Contract SC-6.23; and, the University of Colorado Denver | Anschutz Medical Campus Supplementary General Conditions can be found in the appendices.

#### **D. MINIMUM REQUIREMENTS**

Notice is hereby given to all interested parties that all firms will be required to meet all minimum requirements to be considered for this project. Failure to establish meeting the minimum requirements within the submittal package shall be deemed non-responsive. To be considered as qualified, interested firms shall have, as a minimum:

1. Be a licensed contractor by a City in the State of Colorado. License, where applicable, should match work being performed; and
2. Been in business under your current business name and actively building projects in the current trade, in the State of Colorado, with verifiable project experience for a minimum of three (3) Consecutive Years; and
3. Provided General Contracting services within the last three (3) years for at least five (5) projects up to \$500,000 (initial bid hard costs) as small construction, special projects, standing-order, term, or maintenance contractor.
4. Demonstrated specific General Contracting experience in projects of similar scope and complexity to those on college campuses, education facilities, research labs, manufacturing, high-tech, medical or similar type facility; and
5. Contractors shall utilize the expertise present in their Colorado Office; and
6. Demonstrated labor & material and performance bonding capability up to \$500,000 for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity; and
7. Sign the Acknowledgement and Attestation Form.

#### **FOR ASBESTOS / ABATEMENT CONTRACTORS:**

8. Maintain a current CDPHE General Abatement Contractor Certificate

**Firms meeting the minimum requirements may obtain documents on the website accompanying this advertisement.**

University of Colorado Denver | Anschutz Medical Campus  
Facilities Projects – Request for Qualifications website:

<https://www.cuanschutz.edu/offices/facilities-management/construction-projects/RFQ>

Colorado CORE/ColoradoVSS:

<https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService>

## E. GUIDELINES & EXPECTATIONS

The general guidelines and expectations for contractor's approved to participate in the SCPP are as follows:

1. Contractors are required to submit two competitive bids per year for projects advertised to the SCPP contractors. Failure to participate may result in removal from the program. The University reserves the right to modify this requirement.
2. Contractors are required to maintain adequate project management to staff projects.
3. A superintendent shall provide on the job-site supervision for all construction related activities.
4. There are a wide range of project types advertised every year to SCPP contractors, including specialty types of projects. SCPP contractors should only submit bids on projects for which they have experience and are qualified.
5. Contractors are required to staff projects with the employees included in their SCPP submission package. Once approved, contractors may discuss with the SCPP manager the approval of new employees to staff projects. SCPP manger will approve or reject any requests after review of employee's resume.
6. Contractors shall familiarize themselves with the University Campus Construction Standards and shall meet the campus standards in addition to any project-specific more stringent requirements for all construction on campus. Contractors must always submit bids that meet the more stringent of the two. The University campus standards can be found on the following webpage:  
<https://www.cuanschutz.edu/offices/facilities-management/construction-projects/guidelines-and-standards>
7. Contractors will be notified by the University of new SCPP project advertisement via email list announcements.
8. Contractors shall maintain two points of contact for receipt of University SCPP advertisements.
9. All General Contractors shall submit any and all subcontractors to their University project manager for approval or rejection prior to the award of any projects.
10. SUB-CONTRACTOR QUALIFICATIONS: All contractors are advised that any person, firm, or other party to whom it is proposed to award a sub-contract under this agreement, must be pre-qualified by University of Colorado Denver | Anschutz Medical Campus through or, be pre-qualified through the SCPP, or pre-qualified by the University project manager prior to submitting a bid or documented quote for a project. The University Project Manager may waive or establish alternate pre-qualification requirements on a project-by-project basis. All sub- contractors are required to perform to the same terms and conditions as required under this RFP.
11. All sub-contractors that are to be pre-qualified must submit their qualifications on a "University of Colorado Contractor's Statement of Experience" form (Appendix L) Sub-contractors who are already pre-qualified through this RFP do not need to submit this form.
12. In the event that a sub-contractor is not already pre-qualified under this RFP, the contractor shall disclose this fact with their quote, along with the names and qualifications of the proposed sub- contractor(s). Contractors will not be allowed to change their submitted documented quote on a project if a sub-contractor is not accepted by University of Colorado Denver during post- qualification. The University of Colorado Denver | Anschutz Medical Campus Project Manager reserves the right to disallow the use of any sub-contractor. Contractor will have to select a different subcontractor without modification to submitted bid.
13. PROJECT MANAGER AND SUPERVISOR SUBSTITUTION: If a substitution becomes necessary, the contractor shall make sure the replacement employee

holds the same level of skill, license and/or certifications as held by the person being replaced. The contractor shall be responsible to train any substitute on the requirements of this RFP. The contractor shall be committed to having the same project manager and supervisor listed in this RFP. Substitution information to be submitted to SCPP Manager for acceptance.

14. **BUILDING INSPECTION RECORD (BIR):** The contractor shall obtain a Building Inspection Record and University of Colorado Denver | Anschutz Medical Campus Permit through the Project Manager prior to beginning any work. It is the responsibility of the contractor to schedule all required inspections, obtain the necessary signatures from the Inspectors and/or Code Official on the Building Inspection Record (BIR), including final sign off, and hand the signed documentation to the University Project Manager at the end of the project. Final payment will be withheld until all Building Inspection Reports have been signed and returned. Construction projects at the CU Denver campus may require permits to be pulled by the contractor.
15. **ASBESTOS/LEAD:** All asbestos contractors shall maintain CDPHE certification for all work to be performed.

## **F. SELECTION PROCESS**

### **1. Mandatory Pre-Submittal Meeting (via Zoom online conference)**

To ensure sufficient information is available to firms preparing submittals, a mandatory pre-submittal conference has been scheduled. All firms wishing to submit must have a representative attend the pre-submittal meeting (see note below) in order to have their submittals accepted. While prompt attendance is expected, the University shall be the sole judge regarding at what point “tardiness” becomes “non-attendance”. Tardiness may disqualify you from participation in the RFP – please be prompt and stay for the duration.

Contractors shall attend the entire mandatory pre-submission meeting. Contractors not attending the entire mandatory meeting may have submittal deemed non-responsive.

**Zoom Pre-Submittal Meeting Date/Time: Friday 3/26/2021 at 1:00 – 1:45 PM**

Note: The RFQ pre-submittal conference will be held via zoom. You must pre-register to receive an automated zoom invite to the meeting. Your attendance is automatically recorded by zoom and will be used as the attendee roster for each firm’s representation.

Register at the following website:

<https://ucdenver.zoom.us/meeting/register/tJYscuqvzgvEt1hdLoTFODBe-Nz9iY7Ejj2>

### **2. Scoring**

Submittals will be reviewed, scored, and ranked by University staff or a selection committee who will be involved in projects and/or understand the required services associated with a small construction project. Contractors will be judged and scored on all components of the submission.



The firms ranked the highest, meet all minimum qualifications and other qualification requirements as outlined in the RFP will be pre-qualified. The University has not set a specific number of contractors that will be pre-approved under this RFP. The University reserves the right to adjust the scoring cut-off for pre-approval based on response.

Selection for pre-approval under this RFP will be based upon the following:

1. Pre-qualification process: 100% based on qualifications.

Respondents shall carefully review documents and sign the Acknowledgement and Attestation form. By submitting the contractor agrees to adhere to the latest version of all contract documents and subsequent updates at the time a notice to proceed is issued for a project.

## **II. SUBMISSION**

### **A. SUBMITTAL REQUIREMENTS**

Respondent must comply with all requirements of the advertisement. The University of Colorado Denver | Anschutz Medical Campus retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the University.

Prequalification packages must be submitted in the format and in the exact sequence as prescribed by Section II. C. SUBMITTAL OUTLINE & REQUIREMENTS. Additional information, if provided, shall be placed in Section 7 of the submittal package and shall not exceed 5 pages.

Response to all items shall be complete.

All references shall be current and relevant.

Any incomplete package shall be deemed non-responsive at the determination of the University.

Please, no smaller than 10-point fonts.

**Submit ONE (1) complete PDF of all material for each firm for which the firm is seeking prequalification. PDF must be 25 MB in file size or less.**

### **B. SUBMITTALS DUE DATE/TIME**

Contractor Submittal: Specific requirements for submittals shall be followed. In order to facilitate review, ONE (1) PDF of submittal must be submitted by due date/time.

Please prepare submittals as follows:

- a. Submittals should not exceed 20 (letter size) PDF pages of content.
- b. Cover page and section title pages do not count towards the 20 page limit.
- c. Please, no smaller than 10 point fonts.
- d. Submittals should be ordered and contain the sections as outlined in section II. C. SUBMITTAL OUTLINE & REQUIREMENTS. Separate each section by a title page.
- e. Submittals are limited to 25 MB by submission website.

**SUBMITTAL DUE DATE/TIME: 4/14/2021 at 3:00 PM**

Submittal to be submitted online at the following website:

[https://ucdenverdata.formstack.com/forms/rfp\\_rfq\\_submission](https://ucdenverdata.formstack.com/forms/rfp_rfq_submission)

Late submittals will be rejected without consideration. The University and the State of Colorado assume no responsibility for costs related to the preparation of submittals.

## **C. SUBMITTAL OUTLINE & REQUIREMENTS**

Submittal must be organized as outlined below and contain all the information requested under each section below and on the following pages. Please use the following pages for you section title pages.

- 1) Cover Page
- 2) Section 1 - Contractor Information
- 3) Section 2 - Contractor Resumes
- 4) Section 3 - Project Experience
- 5) Section 4 - University of Colorado Project Experience
- 6) Section 5 - Claims Information
- 7) Section 6 - Trade Specific Information (Abatement, Plumbing, Electrical)
- 8) Section 7 – Additional Information (Max 5 pages)

## CONTRACTOR SUBMITTAL

### SECTION 1: CONTRACTOR INFORMATION (for all trades)

The following documents shall be submitted (in order as listed below):

- 1) Contractor Information Page  
(See Appendix A).
- 2) Provide proof of licensing. **[MINIMUM REQUIREMENT]**  
When applicable, contractors must be licensed in a City of the State of Colorado. Licenses, where applicable, shall match work being performed.
- 3) How many years has your organization been in business as a contractor in the State of Colorado under your present business name? Firms must be in business, and actively operating in the current trade, in the State of Colorado, for a minimum of the last three (3) consecutive years. **[MINIMUM REQUIREMENT]**
- 4) Identify office location and local support staff roles.
- 5) The appropriate Acknowledgement and Attestation Form (provided in Enclosure B). Only include the form that is applicable to your firm. **[MINIMUM REQUIREMENT]**  
Do not modify or put any notes on these forms.
- 6) A completed CU-W-9 form (found at <https://www.cu.edu/psc/cu-supplier-portal-information>) .  
(Provided in Appendix C)
- 7) A completed Certification and Affidavit Regarding Unauthorized Immigrants form (UI-1)  
(Provided in Appendix D)
- 8) Provide a Certificates of Insurance as required in the General Conditions and Supplementary General Conditions of the Contract (Appendix G & H).
- 9) Demonstrate proof of ability to provide:
  - a. Performance, Labor and Material Payment Bonds for projects up to \$500,000.
  - b. Bid Bonds for projects up to \$500,000.
  - c. For this, the respondent must provide documentation from its Surety, clearly indicating its full bonding potential against bonding commitments.

#### FOR MECHANICAL, ELECTRICAL, PLUMBING, & ASBESTOS PRE-QUALIFICATIONS:

- 10) To be qualified for a specific trade, a contractor shall have been in business operating in the current trade for a minimum of the last three (3) consecutive years. In addition, contractor shall have employees / staff that are qualified to perform services under that trade or plan to subcontract services under that trade.
  - a. How many years has your organization been in business as a contractor in the State of Colorado under your present business name?
  - b. How many years' experience in this trade in which your organization is requesting qualification has your organization had?

## **CONTRACTOR SUBMITTAL**

### **SECTION 2: CONTRACTOR RESUMES** (for all trades)

- 1) Provide resume/qualifications for the following personnel who will be assigned to work on projects at University of Colorado Denver | Anschutz Medical Campus:
  - a. Project Manager
  - b. Superintendent
  - c. On-site foreman
  - d. Other project staff (project engineer, self-perform carpenters, etc.)

## **CONTRACTOR SUBMITTAL**

### **SECTION 3: PROJECT EXPERIENCE** (for all trades)

Provide the following information for each of the five (5) projects your firm has completed in the last three (3) years or currently has in progress, incorporating the trade in which you are seeking prequalification. Only submit project experience up to \$500,000 initial contract cost in your submittal examples. **[MINIMUM REQUIREMENT]**

Please use one page per project and clearly identify the following information for each project:

- 1) Project Name. Avoid confidential projects as we have no way to verify.
- 2) Indicate original base bid amount (between \$25,000 - \$500,000), change order amounts, and final contract value.

Note:

- 3) Identify if project was a standing order, small construction, term, or maintenance contract.
- 4) Identify project type. Project must be similar to in scope and complexity to those on college campuses, education facilities, research labs, manufacturing, high-tech, medical or similar type facility. **[MINIMUM REQUIREMENT]**
- 5) Project Manager, superintendent and other key personnel names. Description of the function(s) they performed.
- 6) Brief description of project scope
  - a. Identify projects completed in an environment with adjacent occupancy without disrupting the adjacent tenants' mission. Describe how your team approached this.
- 7) Include project reference and contact information. All references submitted shall be for the projects listed. References will be considered current if the party's name, title and phone number are provided.
- 8) Owner's Principal Representative and / or Architect / Engineer contact name, address and phone number.

## **CONTRACTOR SUBMITTAL**

### **SECTION 4: UNIVERSITY OF COLORADO PROJECT EXPERIENCE** (for all trades)

Provide the information listed below for up to five (5) projects of any value your firm has completed for University of Colorado Denver | Anschutz Medical Campus in the last five (5) years. If your firm has no project experience at these locations, you can alternatively identify projects completed at CU Boulder or CU Colorado Springs.

If you do not have any project experience for a University of Colorado campus, indicate no past CU experience. Firms will not be disqualified for having no CU experience.

- 1) Project Name
- 2) Final project value
- 3) Brief description of the project scope
- 4) University Campus, Project Manager, contact info

**CONTRACTOR SUBMITTAL****SECTION 5: CLAIMS INFO** (for all trades)

- 1) Provide information on any claims and suits your firm has been involved in during the last 5 years.
- 2) Has your organization ever failed to complete a contract? If yes, please provide details.
- 3) Has your firm been in any litigation, judgments, claims, arbitration proceedings or suits? If yes, please provide details and state the current status.
- 4) Has your organization filed any lawsuits or requested arbitration with regard to construction contracts? If yes, please provide details & state of the current status.

**CONTRACTOR SUBMITTAL**  
**SECTION 6: TRADE SPECIFIC ITEMS** (for all trades)

**Asbestos Abatement Contractors Only:**

Provide copies of licenses/certifications:

- 1) Provide a CDPHE General Abatement Contractor Certificate. **[MINIMUM REQUIREMENT]**
- 2) Provide certificates for current workers, supervisors, management planners and project designers.

**Plumbing Contractors Only:**

Provide copies of licenses:

- 1) Plumbing Company – State of Colorado Master Plumbers License
- 2) Plumbing on site – State of Colorado Journeyman license
- 3) Gas Piping – State of Colorado Master Plumber w/gas or Master gas
- 4) Medical Gas Certifications
- 5) Demonstrate, in writing, the firm's ability to meet the following requirements:
  - a. 3 years institutional or heavy commercial experience
  - b. On site supervisor must have a minimum of 5 years supervisory experience

**Electrical Contractors Only:**

Provide the following licenses:

- 1) Electrical Company – State of Colorado Master Electrician License
- 2) Electrical – on site – State of Colorado Journeyman License
- 3) Description of experience installing Edwards Fire Alarm Detection Systems



**CONTRACTOR SUBMITTAL**  
**SECTION 7: ADDITIONAL INFORMATION** (for all trades)

**SMALL CONSTRUCTION PURCHASE PROGRAM  
REQUEST FOR PROPOSAL**

**APPENDIX A**

---

**CONTRACTOR INFORMATION PAGE**

**University of Colorado Denver | Anschutz Medical Campus  
Small Construction Purchase Program**

**Request for Proposals  
Project Number: PN 21-147397**

**CONTRACTOR INFORMATION PAGE**

Name of Responding Firm: \_\_\_\_\_

Address of Responding Firm: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Trade(s) to be considered for pre-qualification:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

ASBESTOS ABATEMENT CONTRACTORS

GENERAL CONTRACTOR

MECHANICAL CONTRACTORS

PLUMBING CONTRACTORS

ELECTRICAL CONTRACTORS

List two contacts to receive project advertisement notifications.

Contact 1 – Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact 2 – Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Receipt of Addenda No(s) is acknowledged: \_\_\_\_\_

Name of Responsible Individual: \_\_\_\_\_

Acknowledgement & Attestation Signed: \_\_\_\_\_

Signature of Responsible Individual: \_\_\_\_\_

# **SMALL CONSTRUCTION PURCHASE PROGRAM REQUEST FOR PROPOSAL**

## **APPENDIX B**

---

### **ACKNOWLEDGEMENT AND ATTESTATION**

**ONLY INCLUDE 1 FORM IN YOUR SUBMITTAL. SELECT THE FORM THAT MATCHES YOUR COMPANY'S TYPE OF ORGANIZATION. DO NOT MODIFY THIS FORM.**

**ACKNOWLEDGEMENT AND ATTESTATION FORM  
(Partnership Format)**

**Date:** \_\_\_\_\_

**Page 1 of 1**

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: \_\_\_\_\_

Page 1 of 1

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) \_\_\_\_\_  
Venture Partner Binding Signature Date

\_\_\_\_\_  
Type of Business Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Date

Typed Name: \_\_\_\_\_

2) \_\_\_\_\_  
Venture Partner Binding Signature Date

\_\_\_\_\_  
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.

## ACKNOWLEDGEMENT AND ATTESTATION FORM (Corporate Format)

Date: \_\_\_\_\_

Page 1 of 1

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

\_\_\_\_\_  
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: \_\_\_\_\_  
Page 1 of 1

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: \_\_\_\_\_



# **SMALL CONSTRUCTION PURCHASE PROGRAM REQUEST FOR PROPOSAL**

## **APPENDIX C**

---

### **CU W-9 VENDOR AUTHORIZATION**

Form can be found at the following web site location:

<https://www.cu.edu/psc/cu-supplier-portal-information>

# **SMALL CONSTRUCTION PURCHASE PROGRAM REQUEST FOR PROPOSAL**

## **APPENDIX D**

---

### **CERTIFICATION AND AFFIDAVIT REGARDING Unauthorized Immigrants (Form UI-1)**

Form can be found at the following web site location:

[coloradoc2.prod.acquia-sites.com/sites/default/files/ui1.doc](http://coloradoc2.prod.acquia-sites.com/sites/default/files/ui1.doc)



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

**CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS**

Institution/Agency: University of Colorado Denver | Anschutz Medical Campus

Project No./Name: 21-147297 / Small Construction Purchase Program 2021-2024

**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 knowingly 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.
1. 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)

2. 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

**SMALL CONSTRUCTION PURCHASE PROGRAM  
REQUEST FOR PROPOSAL**

**APPENDIX E**

---

**SAMPLE CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
CURRENT DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMPANY ADDRESS CITY, STATE, ZIP CODE	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED  INSURED NAME INSURED ADDRESS INSURED CITY, STATE, ZIP CODE	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIABILITY	Y		POLICY NUMBER	01/01/2019	01/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						\$ 1,000,000
							\$
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	POLICY NUMBER	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)
							\$ 1,000,000
							\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE
							\$
							\$
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	Y	POLICY NUMBER	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT						\$ 100,000
	E.L. DISEASE - EA EMPLOYEE						\$ 100,000
	E.L. DISEASE - POLICY LIMIT						\$ 500,000
E	PROFESSIONAL LIABILITY		Y	POLICY NUMBER	01/01/2019	01/01/2020	Each Occurrence Aggregate
2,000,000 2,000,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Regents of the University of Colorado, a Body Corporate are named as Additional Insured as respects General, Pollution and Automobile Liability policies.

The Automobile, Workers Compensation and Professional Liability policies are endorsed to include a Waiver of Subrogation in favor of The Regents of the University of Colorado, a Body Corporate.

## CERTIFICATE HOLDER

## CANCELLATION

The Regents of the University of Colorado Attn: Project Management 1945 North Wheeling Street, Campus Mail stop F-418 Aurora, CO 80045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Authorized Representative Signature

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# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
CURRENT TEXT

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY COMPANY ADDRESS CITY, STATE, ZIP CODE		PHONE (A/C, No, Ext):	COMPANY  INSURANCE COMPANY	
FAX (A/C, No):		E-MAIL ADDRESS:		
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #:				
INSURED  INSURED NAME INSURED ADDRESS INSURED CITY, STATE, ZIP CODE		LOAN NUMBER		POLICY NUMBER  POLICY NUMBER
		EFFECTIVE DATE 01/01/2019	EXPIRATION DATE 01/01/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

## PROPERTY INFORMATION

LOCATION/DESCRIPTION LOCATION OF PROJECT Builders Risk is required for new buildings or alterations to existing buildings and for materials and equipment to be installed in existing structures.
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk - 100% of Completed Value	100% Project Value	\$50,000 or les

## REMARKS (Including Special Conditions)

RE: Specific Project

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

NAME AND ADDRESS  The Regents of the University of Colorado Attn: Project Management 1945 North Wheeling Street, Campus Mail stop F-418 Aurora, CO 80045	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> Waiver of Subrogation	
	LOAN #		
	AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE SIGNATURE		

# **SMALL CONSTRUCTION PURCHASE PROGRAM REQUEST FOR PROPOSAL**

## **APPENDIX F**

---

### **CONTRACTOR'S AGREEMENT (SC 6.21)**

Most current SC6.21 can be found at the following web site location:

<https://osa.colorado.gov/state-buildings/project-management-policies-guidelines/contract-forms>

# **SMALL CONSTRUCTION PURCHASE PROGRAM REQUEST FOR PROPOSAL**

## **APPENDIX G**

---

### **THE GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT - DESIGN/BID/BUILD (SC6.23)**

Most current SC6.23 can be found at the following web site location:

<https://osa.colorado.gov/state-buildings/project-management-policies-guidelines/contract-forms>



**SMALL CONSTRUCTION PURCHASE PROGRAM  
REQUEST FOR PROPOSAL**

**APPENDIX H**

---

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS  
SUPPLEMENTARY GENERAL CONDITIONS**

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS**

**SUPPLEMENTARY GENERAL CONDITIONS**

For Design Bid Build Contractor Agreement and General Conditions of the Contract  
(SC6.21 and SC6.23)  
**for the Denver Campus and Anschutz Medical Campus**

TABLE OF CONTENTS

ARTICLE 25. INSURANCE

ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

ARTICLE 52. SPECIAL PROVISIONS

ARTICLE 53. MISCELLANEOUS PROVISIONS

APPENDIX A University of Colorado Anschutz Medical Campus Tax Information

ARTICLE 25. INSURANCE – Replace Article 25 as follows:

The term University, University of Colorado, University of Colorado Anschutz Medical Campus, Principal Representative, are the interchangeable for this replacement of article 25.

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
- Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition)
- 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.**

<b>Liability Limits</b>	<b>General Aggregate</b>	<b>Products/Completed Operation Aggregate</b>	<b>Each Occurrence</b>	<b>Personal/Advertising Injury</b>
Primary General Liability	\$2,000,000	\$2,000,000	\$1,000,000	\$1,000,000
Umbrella or Excess Liability*	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000

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

**The following exclusionary endorsements are prohibited in the CGL policy:**

- Damage to work performed by subcontract/vendor (CG 22-94 or similar);
- Contractual liability coverage exclusion modifying or deleting the definition of an “insured contract”;
- If applicable to the work to be performed: Residential or multi-family;
- If applicable to the work to be performed: Exterior insulation finish systems;
- 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)
- Policy shall contain a waiver of subrogation in favor of the Principal Representative.
  - 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:**

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	
Each accident	\$ 100,000
Disease each employee	\$ 100,000
Disease policy limit	\$ 500,000

**4. Contractors Pollution Liability**

- Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or 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):**

Per Loss	\$ 1,000,000
Aggregate	\$ 1,000,000

**Minimum Limits (Projects over \$500,000):**

Per Loss	\$ 2,000,000
Aggregate	\$ 2,000,000

**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 perils insured against are 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).
9. Certificate Holder: The Regents of the University of Colorado, Project Management, 1945 North Wheeling Street, Campus Mail stop F-418, Aurora, CO 80045.

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 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT – Add the following**

Contractor will be required to complete items on University of Colorado Anschutz Medical Campus Supplemental Building / Project Acceptance List and attend walk-thrus and meetings necessary to complete the list, working through the university Project Manager (use University of Colorado Anschutz Medical Campus Supplemental / Project Acceptance List).

### **ARTICLE 52. SPECIAL PROVISIONS -Add the following:**

#### **M: UNIVERSITY OF COLORADO ANSCHUTZ MEDICAL CAMPUS POLICY ON SEXUAL HARASSMENT**

- .1 The Architect/Engineer shall vigorously pursue to the greatest extent possible, adherence to the university Policy on Sexual Harassment and also require all employees, and employees of all professional consultants of any kind, working on this project to adhere to this Policy.
- .2 Statement of Policy: It is the policy of the university 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 the 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 Architect/Engineer to remove from the university property any individual or individuals who violate the policy prohibiting sexual harassment.
- .5 Contractor acknowledges that all Contractor employees, agents and representatives providing services to the University of Colorado Denver | Anschutz Medical Campus are responsible for complying with University policies and procedures. This includes, without limitation, policies related to professional conduct, sexual misconduct (including non-consensual sexual intercourse, non-consensual sexual contact, sexual exploitation, sexual harassment, intimate partner abuse, and stalking), and discrimination and harassment based on protected characteristic identity (including race, color, national origin, pregnancy, sex, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political philosophy). Please see <http://equity.ucdenver.edu/policies-procedures/>.
- .6 Contractor agrees that its employees, agents and representatives who engage in conduct prohibited by University policies, including related retaliation or failure to report, as determined in the University's sole discretion, will be subject to disciplinary action, up to and including termination by Contractor consistent with Contractor's policies and procedures
- .7 Further, as Contractor recognizes and agrees that its selection and hiring of individuals who possess expertise and professional skills to carry out Contractor's obligations in an appropriate and non-discriminatory manner that reflects positively on the University's goodwill and reputation is an essential condition to inducing the University to enter into the Agreement, Contractor agrees to remove or replace any individual whose work or performance under this Agreement is considered by the University as acting inappropriately, unprofessionally, or violating any University policy, in the University's sole discretion, including, without limitation, the aforementioned policies.
- .8 Contractor acknowledges that Contractor's activities involve heightened risks as a result of access or exposure by Contractor's employees or agents to one or more security sensitive environments. Contractor expressly acknowledges that Contractor shall take all commercially reasonable measures to mitigate any such risks, which measures shall include but are not limited to conducting criminal history checks, financial background checks when appropriate, and reference checks on all employees or agents who will be performing work at the University. Upon University request, Contractor shall certify in writing that it has complied with this provision and that all employees, agents, and subcontractors performing work hereunder have satisfactorily completed Contractor's background check.

ARTICLE 53. MISCELLANEOUS PROVISIONS -Add the following:

- L. All costs and time associated with obtaining a University security badge for Contractor employees working on campus shall be borne by the Contractor.

**UNIVERSITY OF COLORADO ANSCHUTZ MEDICAL CAMPUS  
SUPPLEMENTARY GENERAL CONDITIONS**

For Design Bid Build Contractor Agreement and General Conditions of the Contract (SC6.21 and SC6.23)

**APPENDIX A**

Tax Information:

1. State of Colorado Certificate of Exemption for State Sales/Use Tax Only, dated August 25, 2009
2. Colorado Department of Revenue, Sales Tax Exemption Certificate Multi-Jurisdiction
3. City of Aurora Sales and Use Tax Exemption, dated March 12, 2001
3. City of County of Denver Tax Confirming Exemption Status, dated February 19, 2014
4. State of Colorado Letter Confirming Adams County, RTD, Stadium, and Cultural Tax Exemptions, dated April 7, 2006
5. Colorado Department of Revenue - Contractor Application for Exemption Certification

CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

THIS LICENSE IS  
NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION		ISSUE DATE
09802565	G	010180	Aug 25 2017



STATE OF COLORADO/ OFFICE OF STATE  
CONTROLLER  
ATTN: OFFICE OF UNIVERSITY CONTROLLER  
1800 N GRANT ST STE 600  
DENVER CO 80203-1148

Executive Director  
Department of Revenue



## Sales Tax Exemption Certificate Multi - Jurisdiction

See page 2 for instructions

Last Name or Business Name		First Name		Middle Initial
Address				
City		State	ZIP	
<b>I Certify That</b>				
Name of Firm (Buyer) The Regents of University of Colorado				
Address 1800 Grant Street, Suite 600				
City Denver		State CO	ZIP 80203	
<b>Qualifies As (Check each applicable item)</b>				
<input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Manufacturer <input type="checkbox"/> Charitable or Religious				
<input checked="" type="checkbox"/> Political Subdivision or Governmental Agency <input type="checkbox"/> Other (Specify)				
If Other, specify here				
1) 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 <u>Institution of Higher Education</u> or				
2) that such purchases are exempt from payment of sales or use tax in such states and cities because our buyer is:				
<input checked="" type="checkbox"/> Political Subdivision or Governmental Agency <input type="checkbox"/> Charitable or Religious <input type="checkbox"/> Otherwise Exempt By Statute (Specify)				
If Otherwise Exempt By Statute, specify here				
City or State City of Aurora	State Registration or ID Number 98-00799-0000	City or State Colorado (Boulder campus)	State Registration or ID Number 98-02915-0000	
City or State Colorado	State Registration or ID Number 98-02565-0000	City or State Texas	State Registration or ID Number 32002730391	
City or State	State Registration or ID Number	City or State	State Registration or ID Number	
<b>If the list of states and cities is more than six(6), attach a list to this certificate.</b> 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 Sale or Use Tax we will pay the tax due direct to 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 called until canceled by us in writing or revoked by the city or state.				
General Description of products to be purchased from 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) <i>Robert C. Kuehn</i>		Title Associate Vice President/University Controller		Date (MM/DD/YY) 7/4/18



FINANCE DEPARTMENT

Administration  
1470 South Havana Street  
Aurora, Colorado 80012  
303-739-7055  
FAX: 303-739-7068

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



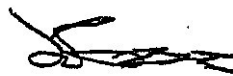
Wayne F. Henderson  
March 12, 2001  
Page Two

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,



John Gross  
Director of Finance



**Department of Finance**  
Treasury Division  
Tax Compliance – Audit Unit  
  
201 W Colfax Ave #1009  
Denver, CO 80202  
fax: 720- 913-9455  
[www.denvergov.org/treasury](http://www.denvergov.org/treasury)

February 19, 2014

University of Colorado  
Procurement Service Center  
1800 Grant Street, Suite 500  
Denver, CO 80203

Ladies/Gentlemen:

The above named entity 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,

Donald Korte, Audit Manager  
Tax Compliance/Audit Section  
720-913-9339

# STATE OF COLORADO

## TAXPAYER SERVICE DIVISION

Department of Revenue

1375 Sherman Street  
Denver, Colorado 80261



Bill Owens  
Governor

M. Michael Cooke  
Executive Director

Neil Tillquist  
Division Director

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,

A handwritten signature in cursive script that reads "Steve Asbell".

Steve Asbell

Taxpayer Service Policy Group

Colorado Dept of Revenue

Ph:303.866.3889 email: sasbell@spike.dor.state.co.us



## Special Notice

### Purpose of this application

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 project.

### Colorado Withholding Account Number

A Colorado Account Number (CAN) should be provided in this field. Applications that are left blank or list N/A will not be processed and will be returned.

#### Subsidiary:

This box is marked when a subsidiary is using the parents withholding account number (only when it does not have its own.) Provide the parents CAN.

#### Subcontractor:

This box is marked when a contractor does not have employees of their own and outsources their employees through a subcontractor. List the subcontractor or subcontractors name and CAN(s).

#### Staffing Agency:

This box is marked when a contractor does not have employees of their own and outsources their employees through a staffing agency. Provide the Staffing Agency's name and CAN.

### No employees/no subcontractors:

For contractors with no employees, no subcontractors/ staffing agencies:

Write no employees in the (CAN) box and provide explanation. For example, I have no employees or subcontractors and perform all of the work myself.

### Subcontractors:

Subcontractors will not be issued Certificates of Exemption by the Department of Revenue. 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.

See FYI Sales 95 for information about qualifying affordable housing projects.

### To avoid a returned application ensure you have done the following:

- ☐ Accurately completed all applicable boxes of the form.
- ☐ Provided a copy of the Contract or agreement page. The Contract or Agreement page lists the type and scope of work.
- ☐ Bid amount on Contract or Agreement page matches the amount listed on the application (to the penny).
- ☐ Contract or Agreement page contains the signatures of the contracting parties.
- ☐ The form DR0172 (application) is signed.
- ☐ The exempt organizations number was provided and is correct.





DR 0172 (05/01/18)  
COLORADO DEPARTMENT OF REVENUE  
Denver CO 80261 - 0009  
(303) 238-SERV (7378)

## Contractor Application for Exemption Certificate

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.

**Send completed forms to:** Colorado Department of Revenue, Denver, CO 80261-0009

**Failure to accurately complete all boxes of the form or provide all supporting documentation will cause the application to be denied.**

**For Department Use Only. Do not write in this section.**

Contractor/Account No. <b>89-</b>	Period (MM/YY-MM/YY)
--------------------------------------	----------------------

**Must be completed by applicant**

### Contractor Information

Trade name/DBA				
Owner, partner or corporate last name		First Name		Middle Initial
Mailing Address		City	State	Zip
E-Mail Address		FEIN	Bid amount for your contract (Must match to the penny) \$	
Fax number		Business Phone number		
Colorado withholding tax account number (See instructions)	<input type="checkbox"/> Subsidiary	<input type="checkbox"/> Subcontractors	<input type="checkbox"/> Staffing Agency	
<input type="checkbox"/> No employees/subcontractors (see below)				
No Employees/Subcontractors. (Provide explanation or attach a letter of explanation).				

### Exemption Information

Copies of contract or agreement page, identifying the contracting parties, bid amount, type of work, and signatures of contracting parties **must** be attached

Name of exempt organization (as show on contract)		Exempt organization's number <b>98</b>		
Address of exempt organization		City	State	Zip
Principal contact at exempt organization-Last Name		First Name		Middle Initial
Housing Authority (if applicable)		Name of Project (if applicable)		
Owner of the Project (if applicable)				
Physical location of project site (give actual address when applicable and Cities and/or County (ies) where project is located)				
City		State	Zip	Principal contact's telephone number
Scheduled construction start date (MM/DD/YY)		Estimated completion date (MM/DD/YY)		
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.				
Signature of the business owner, partner or corporate officer		Title of corporate officer		Date (MM/DD/YY)

**SMALL CONSTRUCTION PURCHASE PROGRAM  
REQUEST FOR PROPOSAL**

**APPENDIX I**

---

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS,  
FACILITIES MANAGEMENT CONSTRUCTION PURCHASE ORDER TERMS AND  
CONDITIONS**



## **Facilities Management**

### **Construction Purchase Order Terms and Conditions**

#### **1. Offer/Acceptance**

If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by the University. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by the University accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.

#### **2. Safety Information**

All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

#### **3. Changes**

Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.

#### **4. Delivery**

Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. The University is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to the University's acceptance. If vendor fails to deliver or perform as and when promised, the University in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

#### **5. Intellectual Property**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of the University. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable laws, regulations and University policies related to confidential information and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

## 6. Quality

The University shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.

## 7. Warranties

All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("CUCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.

## 8. Inspections and Acceptance

Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, the University may exercise all of its rights, including those provided in the CUCC. The University shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, the University may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

## 9. Cash Discount

The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized University representative.

## 10. Taxes

The University is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II].

## 11. Payment

The University shall pay vendor for all amounts due within 30 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the applicable statutory rate. Interest shall not accrue if a good faith dispute exists as to the University's obligation to pay all or a portion of the amount due. Vendor shall invoice the University separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate.

## 12. Vendor Offset

[Not Applicable to Inter-governmental POs] The University may withhold payment as required under the State vendor offset intercept system for debts owed for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS § 39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the University.



### 13. Assignment and Successors

Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of the University. This PO shall inure to the benefit of and be binding upon vendor and the University and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to the University.

### 14. Indemnification

If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless the University from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless the University, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO.

### 15. Independent Contractor

Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of the University. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the University, and (c) be solely responsible for its acts and those of its employees and agents.

### 16. Communication

All communication concerning administration of this PO, prepared by vendor for the University's use, shall be furnished solely to purchasing agent.

### 17. Compliance

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

### 18. Insurance

Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide proof of such coverage as requested by the University's purchasing agent.

#### 19. Termination Prior to Shipment

If vendor has not accepted this PO in writing, the University may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.

#### 20. Termination for Cause

(a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, the University may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by the University in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) The University may withhold amounts due to vendor as the University deems necessary to reimburse the University for excess costs incurred in curing, completing or procuring similar goods and services. (c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC or this clause, the University determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of the University and vendor shall be the same as if the notice of termination had been issued pursuant to termination under § 21.

#### 21. Termination in Public Interest

The University is entering into this PO for the purpose of carrying out the public policy of the State and University, as determined by the Governor, General Assembly and Courts of the State of Colorado and the University of Colorado Board of Regents. If this PO ceases to further the public policy of the State or University, the University, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of the University's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by Item 20 (Termination for Cause). The University shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, the University shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, the University shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. The University's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS § 24-106-101, upon request of the University.

#### 22. PO Approval

This PO shall not be valid unless it is executed by purchasing agent. The University shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

#### 23. Fund Availability

Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. The University represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

## 24. Choice of Law

Colorado laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS § 24-109-106, prior to commencing any judicial action against the University.

## 25. Sensitive Data

To the extent vendors comes in contact with individual personal data owned or otherwise held by the University **including employee, student, or medical information or records** as a result of performing under this PO ("Data"), vendor agrees to use such Data, if at all, only to the extent required to perform its obligations under this PO, and to abide by the requirements of any federal, state and local laws that address the protection and/or use of such Data.

## 26. Background Checks

Contractor acknowledges that Contractor's activities may involve heightened risks as a result of access or exposure by Contractor's employees or agents to one or more Sensitive Environments. Contractor expressly acknowledges that Contractor shall take all commercially reasonable measures to mitigate any such risks, which measures may include but are not limited to conducting criminal history checks, financial background checks, or reference checks on employees or agents who will have access to one or more Sensitive Environments. For purposes of this provision, Sensitive Environment means any situation where Contractor's employees or agents: (a) are engaged in supervision of or exposure to minors or other vulnerable populations; (b) have access to confidential information, which includes any information protected or restricted by law or University policy or that is expressly identified by the University as confidential information; (c) have access to the University's information technology systems; (d) are engaged in activities that involve unique or specialized risks.

## 27. Public Contracts for Service

[Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS § 8-17.5-102(5)(c), Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and the University within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the University a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS § 8-17.5-101

et seq., the University may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.

## 28. Public Contracts with Natural Persons

Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS § 24-76.5-101 et seq., and (c) has produced a form of identification required by CRS § 24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the PO.

## 29. Governmental Immunity.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

## 30. Employee Financial Interest/Conflict Of Interest. CRS §§24-18-201 and 24-50-507.

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

## 31. Federal Flowdown Provisions for Federally Funded Contracts

The University of Colorado has entered into an Agreement with either the U.S. Government, or another entity who has itself entered into an Agreement with the U.S. Government. That Agreement requires that certain federal contract provisions be made a part of any subsequent Purchase Order issued by the University of Colorado related to furthering the performance or deliverables required under that Agreement.

Where necessary to make the context of these provisions applicable to this order, the term "contractor" shall mean "seller," the term "contract" shall mean "this order," and the terms "Government," "contracting officer," and equivalent phrases shall mean "the University." Seller hereby agrees to flowdown the applicable clauses to its lower-tier subcontractors, and agrees that the clauses are in effect between it and the University, as applicable.

The following provisions are from the Federal Acquisition Regulations (FAR), which are [available online](#). (NOTE: These FAR clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

FAR Citation	Title
52.203-6	Restrictions on Subcontractor Sales to the Government (\$100,000)
52.203-7	Anti-Kickback Procedures except Subparagraph (c)(1) (\$100,000)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (\$100,000)
52.204-2	Security Requirements (applicable if access to classified material is involved) (\$0)
52.215-2	Audit and Records -- Negotiation (\$100,000)

<b>FAR Citation</b>	<b>Title</b>
52.215-10	Price Reduction for Defective Cost or Pricing Data (\$550,000)
52.215-12	Subcontractor Cost or Pricing Data (\$550,000)
52.215-13	Subcontractor Cost or Pricing Data -- Modifications (\$550,000)
52.215-14	Integrity of Unit Prices (\$100,000)
52.219-8	Utilization of Small Business Concerns (\$100,000)
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plans (Large Businesses) (\$650,000)
52.219-16	Liquidated Damages -- Subcontracting Plan (\$650,000)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (\$100,000)
52.222-21	Prohibition of Segregated Facilities (\$10,000)
52.222-26	Equal Opportunity (\$10,000)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (\$25,000)
52.222-36	Affirmative Action for Workers with Disabilities (\$10,000)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (\$25,000)
52.223-2	Clean Air and Water (applicable on orders issued under contracts solicited and issued prior to February 25, 2000)
52.223-6	Drug-Free Workplace (for individuals, \$0; for non-individuals, \$100,000)
52.223-7	Notice of Radioactive Materials (applicable if radioactive materials are involved) (\$0)
52.223-14	Toxic Chemical Release Reporting (\$100,000; N/A for acquisition of commercial items)
52.224-2	Privacy Act (applicable if vendor is supplying design, development, or operation of a system of records on individuals) (\$0)
52.225-3	Buy American Act - Free Trade Agreements - Israeli Trade Act (\$0)
52.225-13	Restrictions on Certain Foreign Purchases (\$2,500)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (\$0)
52.227-1	Authorization and Consent (applicable if in excess of the simplified acquisition threshold)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (applicable if in excess of the simplified acquisition threshold)
52.227-10	Filing of Patent Applications -- Classified Subject Matter (\$0)
52.227-11	Patent Rights -- Retention by the Contractor (Short Form) (\$0)
52.227-14	Rights in Data - General (\$0)
52.230-5	Cost Accounting Standards -- Educational Institutions (\$500,000)

FAR Citation	Title
52.230-6	Administration of Cost Accounting Standards (\$500,000)
52.244-6	Subcontract for Commercial Items and Commercial Components (\$0; non-commercial supplies or services)
52.245-5	Government Property (Cost Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (paragraph "g" Limited risk of loss is not applicable) (\$0)
52.247-63	Preference for U.S.-Flag Air Carriers (\$100,000)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (\$0)

In addition, if federal funds through a contract from an agency of the Department of Defense are involved, the following Department of Defense Federal Acquisition Regulations (DFAR) clauses apply. DFAR clauses are [available online](#).

(NOTE: These DFAR clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

DFAR Citation	Title
252.203-7001	Prohibition on Persons Convicted of fraud or Other Defense-Contract Related Felonies (not applicable for commercial items) (applicable if at or in excess of the simplified acquisition threshold)
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (applicable if at or in excess of The simplified acquisition threshold) (not applicable for commercial items)
252.227-7013	Rights in Technical Data -- Noncommercial Items (\$0)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7034	Patents - Subcontracts (\$0, for experimental, developmental, or research work to be performed by other than a small business firm or non-profit organization)
252.231-7000	Supplemental Cost Principles (\$0)

In addition, if federal funds through a contract from the National Aeronautic and Space Administration (NASA) are involved, the following NASA Supplemental Federal Acquisition Regulations (FAR) clauses apply. [NASA clauses are available online](#).

(NOTE: These NASA clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

NASA Citation	Title
1852.208-81	Restrictions on Printing and Duplicating, Oct 2001 (\$0)
1852.219-74	Use of Rural Area Small Businesses, Sept 1990 (\$0)
1852.219-75	Small Business Subcontracting Reporting, May 1999 (\$500,000)
1852.223-70	Safety and Health, April 2002 ((1) Amount to \$1,000,000 or more (unless Contracting Officer makes a written determination, after consultation with installation safety and health representatives, that this is not required); (2)

NASA Citation	Title
	Require construction, repair, or alteration in excess of \$25,000; or (3) Regardless of dollar amount, involve the use of hazardous materials or operations.)
1852.227-70	New Technology, May 2002 (\$0, for the performance of experimental, developmental, or research work)
1852.227-71	Designation of New Technology Representative and Patent Representative, July 1997 (\$0)
1852.244-70	Geographic Participation in the Aerospace Program, Apr 1985 (\$100,000)

### 30. Federal Flowdown Provisions for Federally Funded Grants

The University of Colorado has entered into an Agreement with either the U.S. Government, or another entity who has itself entered into an Agreement with the U.S. Government. That Agreement requires that certain federal grant provisions be made a part of any subsequent Purchase Order issued by the University of Colorado related to furthering the performance or deliverables required under that Agreement.

Where necessary to make the context of these provisions applicable to this order, the term "contractor" shall mean "seller," the term "contract" shall mean "this order," and the terms "Government," "contracting officer," and equivalent phrases shall mean "the University." Seller hereby agrees to flowdown the applicable clauses to its lower-tier subcontractors, and agrees that the clauses are in effect between it and the University, as applicable.

Performance by the seller under this Purchase Order constitutes certification that the seller is presently in compliance with, and will continue to comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and Executive Orders Numbers 12549 and 12689, all as described below.

#### Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

#### Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

#### **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended**

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

#### **Debarment and Suspension (E.O.s 12549 and 12689)**

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and



12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contracts declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

#### **Access to Records (OMB Circular A-110, .48(d))**

All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examination, excerpts and transcriptions.

#### **31. Security Badging**

All costs and time associated with obtaining a University security badge for Contractor employees working on campus shall be borne by the Contractor.

**SMALL CONSTRUCTION PURCHASE PROGRAM  
REQUEST FOR PROPOSAL**

**APPENDIX J**

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**INSURANCE REQUIREMENTS (A) – CONSTRUCTION PURCHASE ORDER  
INSURANCE REQUIREMENTS**

## INSURANCE REQUIREMENTS (A)

### Construction Purchase Order Insurance Requirements University of Colorado Denver | Anschutz Medical Campus

For purposes of this supplement “Contractor” as used herein shall mean, as appropriate to the Contract form being used, Contractor, Standing Order Contractor or Construction Manager/General Contractor.

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
- Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition)
- 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.

Liability Limits	General Aggregate	Products/Completed Operation Aggregate	Each Occurrence	Personal/Advertising Injury
Primary General Liability	\$2,000,000	\$2,000,000	\$1,000,000	\$1,000,000

**The following exclusionary endorsements are prohibited in the CGL policy:**

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

- Policy shall contain a waiver of subrogation in favor of the Principal Representative.
- 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:**

Coverage A (Workers’ Compensation)	Statutory
Coverage B (Employers Liability)	
Each accident	\$ 100,000
Disease each employee	\$ 100,000
Disease policy limit	\$ 500,000

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:**

Per Loss	\$	1,000,000
Aggregate	\$	1,000,000

5. **Professional Liability (Errors and Omissions)**

***(This Professional Liability requirement applies only to Design/Build Projects.)***

- 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**

For projects of \$100,000 or more or 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 perils insured against are 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).
9. Certificate Holder: The Regents of the University of Colorado, Project Management, 1945
10. North Wheeling Street, Campus Mail stop F-418, Aurora, CO 80045.

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 March 12, 2012 MB**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
CURRENT DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMPANY ADDRESS CITY, STATE, ZIP CODE	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED  INSURED NAME INSURED ADDRESS INSURED CITY, STATE, ZIP CODE	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIABILITY	Y		POLICY NUMBER	01/01/2019	01/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)
	\$ 1,000,000						
	MED EXP (Any one person)						
	\$						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	POLICY NUMBER	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)
	\$ 1,000,000						
	BODILY INJURY (Per person)						
	\$						
							BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE
	\$						
	AGGREGATE						
	\$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	POLICY NUMBER	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT						
	\$ 100,000						
	E.L. DISEASE - EA EMPLOYEE						
							\$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	PROFESSIONAL LIABILITY	Y		POLICY NUMBER	01/01/2019	01/01/2020	Each Occurrence
	2,000,000						
							Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Regents of the University of Colorado, a Body Corporate are named as Additional Insured as respects General, Pollution and Automobile Liability policies.

The Automobile, Workers Compensation and Professional Liability policies are endorsed to include a Waiver of Subrogation in favor of The Regents of the University of Colorado, a Body Corporate.

## CERTIFICATE HOLDER

## CANCELLATION

The Regents of the University of Colorado Attn: Project Management 1945 North Wheeling Street, Campus Mail stop F-418 Aurora, CO 80045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Authorized Representative Signature

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# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
CURRENT TEXT

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY COMPANY ADDRESS CITY, STATE, ZIP CODE	PHONE (A/C, No, Ext):	COMPANY  INSURANCE COMPANY
FAX (A/C, No):	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED INSURED NAME INSURED ADDRESS INSURED CITY, STATE, ZIP CODE	LOAN NUMBER	POLICY NUMBER POLICY NUMBER
	EFFECTIVE DATE 01/01/2019	EXPIRATION DATE 01/01/2020
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

## PROPERTY INFORMATION

LOCATION/DESCRIPTION LOCATION OF PROJECT Builders Risk is required for new buildings or alterations to existing buildings and for materials and equipment to be installed in existing structures.
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

PERILS INSURED BASIC BROAD ☒ SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk - 100% of Completed Value	100% Project Value	\$50,000 or les

## REMARKS (Including Special Conditions)

RE: Specific Project

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

NAME AND ADDRESS  The Regents of the University of Colorado Attn: Project Management 1945 North Wheeling Street, Campus Mail stop F-418 Aurora, CO 80045	<input checked="" type="checkbox"/> ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE	<input checked="" type="checkbox"/> Waiver of Subrogation	
	LOAN #		
	AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE SIGNATURE		

**SMALL CONSTRUCTION PURCHASE PROGRAM  
REQUEST FOR PROPOSAL**

**APPENDIX K**

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**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MECIDAL CAMPUS MWBE FORM**



## SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS AND MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION REPORT

Institution/Agency: University of Colorado Denver | Anschutz Medical Campus / GFE

Project No./Name: 21-147297/ University of Colorado Denver Small Construction Purchase

Program (SCPP)

TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT, EACH CONTRACTOR (INCLUDING  
ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR) IS REQUESTED TO COMPLY WITH THESE REQUIREMENTS.

- 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](http://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 | Anschutz Medical Campus 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: \$ \_\_\_\_\_

Name and Address of SDV/M/WBE Subcontractors and/or Suppliers and/or Self-Performed Work by SDV/M/WBE Primes*	SDVE Contract Amounts	MBE Contract Amounts	WBE Contract Amounts	Type of Work

\*Indicate ethnicity based on Paragraph III. A. above.

Total SDVE Contracts    \$ \_\_\_\_\_  
 Total MBE Contracts:    \$ \_\_\_\_\_  
 Total WBE Contracts:    \$ \_\_\_\_\_  
 Total SDVE %            \_\_\_\_\_  
 Total MBE %:            \_\_\_\_\_  
 Total WBE %:            \_\_\_\_\_

**SMALL CONSTRUCTION PURCHASE PROGRAM  
REQUEST FOR PROPOSAL**

**APPENDIX L**

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**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS  
CONTRACTOR'S STATEMENT OF EXPERIENCE**

**University of Colorado at Denver | Anschutz Medical Campus**

***CONTRACTOR'S STATEMENT OF EXPERIENCE***

***for***

***SMALL CONSTRUCTION PURCHASE PROGRAM***



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**UNIVERSITY OF COLORADO AT DENVER | ANSCHUTZ MEDICAL CAMPUS  
CONTRACTOR'S QUALIFICATION STATEMENT  
INFORMATION FORM**

**STATEMENT OF** \_\_\_\_\_  
(Contractor)

**ADDRESS** \_\_\_\_\_  
(Street or PO Box) (City) (State) (Zip)

**TELEPHONE/FAX NO.** \_\_\_\_\_  
(telephone) (fax)

**DATE OF EXPERIENCE STATEMENT** \_\_\_\_\_

**PRINCIPLE OWNER/OFFICER** \_\_\_\_\_  
(Names(s) and Official Title(s))

**TYPES OF WORK**

Please mark the types of work for which your firm generally enters into a

contract: TYPES OF WORK

MARK WITH (X)

- |                          |       |
|--------------------------|-------|
| 1. General               | _____ |
| 2. Mechanical / Plumbing | _____ |
| 3. Electrical            | _____ |
| 4. Abatement             | _____ |

**UNIVERSITY OF COLORADO AT DENVER | ANSCHUTZ MEDICAL CAMPUS  
CONTRACTOR'S QUALIFICATION STATEMENT IDENTIFICATION**

(The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to questions hereinafter made.)

LEGAL NAME \_\_\_\_\_

PRINCIPAL OFFICE \_\_\_\_\_  
(Street or PO Box) (City) (State) (Zip)

\_\_\_\_\_ Corporation \_\_\_\_\_ Copartnership \_\_\_\_\_ Individual \_\_\_\_\_ Combination

**GENERAL  
INFORMATION**

A. Are you licensed as a contractor in the State of Colorado? Yes ( ) No ( )

Licensed in  
the name of

Location  
(City or State)

License No.  
& Type

\_\_\_\_\_  
\_\_\_\_\_

B. How many years has your organization been in business as a contractor under your present business name? \_\_\_\_\_

C. How many years experience in \_\_\_\_\_ construction work has  
your organization had? (Type)

(a) As a prime contractor? \_\_\_\_\_ (b) As a subcontractor? \_\_\_\_\_

D. Have you or your organization, or any officer or partner thereof, failed to complete a contract?

\_\_\_\_\_

If so, give details \_\_\_\_\_

\_\_\_\_\_

E. If you have a legal affiliation with any firms presently qualified on the 2005 SCPP or under contract with the University, show names thereof:

\_\_\_\_\_

\_\_\_\_\_

Additional pages may be attached in reply to the above questions.

F. List trades in your organization: \_\_\_\_\_  
\_\_\_\_\_

Where qualification is based on a combination of several organizations, show the experience and equipment of the combined organizations.

G. Has your firm been involved in any litigation in the past five (5) years? Yes ( )  
No ( ) If yes, explain (listing type, kind, plaintiff, defendant, etc. and state the current status).

H. Are there any activities or interests of officers, principle stockholders, or employees of your firm or other factors which would place your firm and the UNIVERSITY OF COLORADO at DENVER and ANSCHUTZ MEDICAL CAMPUS in a position of "Conflict of Interests"?

Yes ( ) No ( ) If yes, or in doubt, explain.

I. Has your firm ever been involved in any bankruptcy action as bankrupt?

Yes ( ) No ( ) If yes, explain.

Additional pages may be attached in reply to the above questions.

**UNIVERSITY OF COLORADO AT DENVER | ANSCHUTZ MEDICAL CAMPUS  
CONTRACTOR'S QUALIFICATION STATEMENT PERSONNEL OF  
ORGANIZATION**

1. Name the persons with whom you have been associated in business as partners or business associates in each of the last five (5) years.

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2. Show the construction experience of the principal individuals of your present organization in the following tabulation:

Individual's Name	Present Position or Office in Your Organization	Years of Construction Experience	Magnitudes and Type of Work	In What Capacity

Additional pages may be attached in reply to the above questions.

**UNIVERSITY OF COLORADO AT DENVER | ANSCHUTZ MEDICAL CAMPUS  
CONTRACTOR'S QUALIFICATION STATEMENT PROJECT  
EXPERIENCE**

Show, in the following tabulation, three (3) projects incorporating general, electrical and/or mechanical contracting services in the last five (5) years whose original bid amounts range between \$25,000 and \$150,000 and with the following characteristics:

- a) Each project must be constructed in a medical/health care or education facility or research institution.
- b) Each project must be completed in an environment of adjacent occupancy without disrupting the adjacent tenants' mission.

Year Completed	Project	Type of Work	Location	Contract Value	Contracting Authority	In what Capacity

Additional pages may be attached in reply to the above questions.

**UNIVERSITY OF COLORADO AT DENVER | ANSCHUTZ MEDICAL  
CAMPUS CONTRACTOR'S QUALIFICATION STATEMENT**

**WORK CURRENTLY UNDER  
CONTRACT**

Expected Completion Date	Project	Type of Work	Location	Contract Value	Contracting Authority	Architect or Engineer

Additional pages may be attached in reply to the above questions.

**UNIVERSITY OF COLORADO AT DENVER | ANSCHUTZ MEDICAL CAMPUS  
CONTRACTOR'S QUALIFICATION STATEMENT**

**SURETIES**

List the Surety Companies that have bonded your work for the past five (5) years:

Name of Surety and Name and Address of Agent	Project and Location	Period of Bond From	Period of Bond To	General Comments

Additional pages may be attached in reply to the above questions.



**SMALL CONSTRUCTION PURCHASE PROGRAM  
REQUEST FOR PROPOSAL**

**APPENDIX M**

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**EVALUTION FORM**