

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



**COLORADO**

**REQUEST FOR PROPOSALS FOR THE  
SMALL CONSTRUCTION PURCHASE PROGRAM (SCPP)  
UTILIZING DESIGN/BID/BUILD (D/B/B) SERVICES FOR:**

**ASBESTOS ABATEMENT CONTRACTORS  
ELECTRICAL CONTRACTORS  
GENERAL CONTRACTORS  
MECHANICAL CONTRACTORS  
PLUMBING CONTRACTORS**

**For The**

University of Colorado Denver | Anschutz Medical Campus

**For The**

CU Anschutz Denver 2023 SCPP PN 23-152052

**REQUEST FOR PROPOSALS FOR THE  
SMALL CONSTRUCTION PURCHASE PROGRAM (SCPP)  
UTILIZING DESIGN/BID/BUILD (D/B/B) SERVICES**

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**REQUEST FOR PROPOSALS FOR AN  
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University of Colorado Denver | Anschutz Medical Campus

**Settlement Notice**

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 in the same location as the original solicitation.

**I. GENERAL INFORMATION**

**A. INTRODUCTION/DESCRIPTION OF PROJECT**

The University of Colorado Denver and Anschutz Medical Campus are soliciting the submittal of qualifications from firms to provide GENERAL CONTRACTING, MECHANICAL/PLUMBING, ELECTRICAL, AND ASBESTOS ABATEMENT CONTRACTING (labor and materials) services for Facilities Management's Small Construction Purchase Program, Project Number PN 23-152052

Projects to be bid under the program shall be between \$50,000.00 and \$500,000 in total construction costs. Work may be performed for any properties controlled by The University. The first step of this process will be to create a list of pre-qualified contractors composed of General Contractors, Mechanical/Plumbing Contractors, Electrical Contractors and Asbestos Abatement Contractors, whom will be invited to submit documented quotes or bids on The University projects less than \$500,000 until three years from the date listed on the successful contractor notification letter. The University intends to shortlist up to 15 General Contractors and up to 10 trade contractors for each of the listed categories. The final number of shortlisted firms will be determined based on grading results of the qualification submittals. Shortlisted firms will be added to the current list of previously approved contractors.

The highest ranked firms will be pre-qualified under the first step. The second step will involve receiving documented quotes or bids from the pre-qualified list of Contractors on a project-by-project basis. The process to be used in the selection of firms is described in detail in Section III, SELECTION PROCESS. In summary, responses to the RFP will be evaluated by a committee of individuals who will be involved in the project and/or understand the required services associated with a small construction project.

**B. INTENT AND SUBMITTAL REQUIREMENTS**

It is the intent of the University of Colorado Denver | Anschutz Medical Campus Small Construction Purchase Program (SCPP) to select those trades identified in Section I – General Information, which are capable of successfully executing construction projects in an occupied education and research environment without incurring disruption of on-going programs.

Firms will be judged not only on their experience, but also on their ability to address issues critical to the success of a project, as outlined in this RFP document. The required submittal

for firms must be sectioned, typically by tabs (in order by Tab), and are elements that will be used to evaluate each firm's qualifications.

**TAB 01: For all trades:**

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

- a. Contractor Information Page (provided in Appendix A).
- b. The appropriate Acknowledgement and Attestation Form (provided in Enclosure B).  
**Do not include all 4 completed forms; only the form applicable to the firm.**  
**Do not modify or put any notes on these forms.**
- c. A completed CU-W-9 form – found at <https://www.cu.edu/psc/cu-supplier-portal-information>. (Provided in Appendix C)
- d. Provide a Certificates of Insurance as required in the General Conditions and Supplementary General Conditions of the Contract (Appendix G & H).
- e. Demonstrate proof of ability to provide:
  - i. Performance, Labor and Material Payment Bonds for projects up to \$500,000.
  - ii. Bid Bonds for projects up to \$500,000. For this, the respondent must provide documentation from its Surety, clearly indicating its full bonding potential against bonding commitments.
- f. Provide proof of licensing.  
When applicable, contractors must be licensed in a City of the State of Colorado. Licenses, where applicable, shall match work being performed.
- g. Firms must be in business, operating in the current trade, in the State of Colorado, for a minimum of the last three (3) consecutive years. To be qualified for a specific trade, a contractor shall have been in business operating in 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.
  - i. How many years has your organization been in business as a contractor in the State of Colorado under your present business name?
  - ii. How many years' experiences in the trade in which your organization is requesting qualification has your organization had?

**TAB 02: For all trades:**

Provide the following information for three (3) projects your firm has completed in the last five (5) years or currently has in progress, incorporating the trade in which you are seeking prequalification:

- a. Each of the three (3) projects must have an original base bid amount range of \$25,000 up to \$500,000. They should include work as a standing order, small construction, term, or maintenance contractor with the following characteristics:

Each project must be constructed in an education, research / manufacturing, high-tech or similar type facility (i.e., hospital).

Each project must be completed in an environment of adjacent occupancy without disrupting the adjacent tenants' mission.

- b. All references submitted shall be current for the projects listed. References will be considered current if the party's name, title and phone number are provided.
- c. Project Name

- d. Owner's Principal Representative and / or Architect / Engineer contact name, address and phone number.
- e. Project Manager, superintendent and other key personnel names and a description of the function(s) they performed.
- f. Brief description of project scope
- g. **Indicate bid amount, value of change orders, and final contract value**

**TAB 03: For all trades:**

Provide the following information for any projects (up to Three (3) projects) your firm has completed for University of Colorado Denver or the University of Colorado Anschutz Medical Campus.

- a. Project Name
- b. Brief description of the project scope
- c. University Campus Project Manager / contact
- d. If your firm does not have past work experience at the University, note as such. This will not disqualify your firm.

**TAB 04: For all trades:**

Provide qualifications and a brief resume for the following personnel who will be assigned to work at University of Colorado Denver | Anschutz Medical Campus:

- a. Project Manager
- b. Superintendent
- c. On-site foreman

**TAB 05: For all trades:**

Provide information on any claims and suits your firm has been involved in during the last 5 years.

- a. Has your organization ever failed to complete a contract? If yes, please provide details.
- b. Has your firm been in any litigation, judgments, claims, arbitration proceedings or suits? If yes, please provide details and state the current status.
- c. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts? If yes, please provide details & state of the current status.

**TAB 06: For Various Contractors as outlined below:**

Provide information on any claims and suits your firm has been involved in during the last 5 years.

- Asbestos Abatement Contractors Only:  
All asbestos abatement contractors shall provide a CDPHE General Abatement Contractor Certificate. Certificates for workers, supervisors, management planners and project designers will be required prior to commencement of any work.
- Electrical Contractors Only:  
Provide the following licenses:

- Electrical Company – State of Colorado Master Electrician License
- Electrical – on site – State of Colorado Journeyman License
- Plumbing Contractors Only:
  - Provide copies of licenses:
    - Plumbing Company – State of Colorado Master Plumbers License
    - Plumbing on site – State of Colorado Journeyman license
    - Gas Piping – State of Colorado Master Plumber w/gas or Master gas
  - Demonstrate, in writing, the firm’s ability to meet the following requirements:
    - 3 years institutional or heavy commercial experience
    - On site supervisor must have a minimum of 5 years supervisory experience

**C. Statement of Work and Type of Scopes of Work**

This RFP is for the services of those trades and contractors identified in Section IA. The scope of services will include assistance to The University during the process of construction and warranty period. Tasks to be performed include those typically performed by the trades and contractors.

Four basic types of scopes of work will be bid under the Small Construction Purchase Program on the Denver, South Denver & Anschutz Medical Campuses: (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.**

**II. GUIDELINES FOR SUBMISSION**

**A. SCHEDULE**

1. The schedule of events for the RFP is as follows:

Advertisement	<u>3/28/2023</u>
Mandatory Pre-Bid Conference	<u>4/4/2023 – 10:00 am</u>
Date Email Questions Due	<u>4/7/2023 – 10:00 am</u>
Date Email Answers Issued	<u>4/11/2023 – 10:00 am</u>
Prequalification Submittals Due	<u>4/18/2023 – 10:00 am</u>

*Mandatory pre-submittal meeting will be held via online meeting platform Zoom. This is the only method of attending the pre-submittal conference. Attendees not familiar with Zoom should download the meeting software at: <https://zoom.us/download> to participate in the video presentation.*

**Attendance is mandatory in order for your submittal to be accepted.** Submittal packages received from contractors who have not attended either mandatory pre-submittal meeting will not be evaluated.

You are invited to a Zoom meeting.  
When: 4/4/2023 – 10:00 am Mountain Time (US and Canada)

<https://ucdenver.zoom.us/j/95289610997?pwd=eTJYdGZlRE1sVjVVM1M0RGhncnFoZz09>

**Pre-Bid Meeting:** 4/4/2023 – 10:00 am, Zoom Meeting. THERE WILL BE NO IN-PERSON MEETING. YOU MUST ATTEND VIA ZOOM MEETING.

<https://ucdenver.zoom.us/j/95289610997?pwd=eTJYdGZlRE1sVjVVM1M0RGhncnFoZz09>

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.

Contractors shall attend the entire mandatory pre-submission meeting. Contractors not attending the entire mandatory meeting may be deemed non-responsive and, if so, will not be allowed to submit a prequalification package.

Prequalification packages shall be received no later than the date and time noted above at the following address:

**ELECTRONIC SUBMISSION:**

RFP Submittals shall be submitted via PDF the following website link:

[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, Campus Facilities Management, and the State of Colorado assume no responsibility for costs related to the preparation of submittals.**

The above schedule may be subject to change. Responding firms shall be notified of revisions in a timely manner. Respondents may elect to verify times and dates by email to Chad Jelinek at [chad.jelinek@cuanschutz.edu](mailto:chad.jelinek@cuanschutz.edu) but no earlier than 36 hours before the date and time noted for any activity. All such verifications shall be delivered by email to the above noted contact.

**B. CLARIFICATIONS**

1. Owner initiated changes to this RFP will be issued under numerically sequenced email addenda. Addenda generally consist of the following items:
  - a. Corrections
  - b. Clarifications
  - c. Changes in services
  - d. Time and/or Date Changes
  - e. Response to submitted questions.

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

2. Respondent initiated requests for clarification must be submitted in writing (via email only) and can be received any time prior to the date and time noted in Section II.A. Requests for clarifications received beyond this date and time will not receive consideration.

Requests for clarification shall be addressed to Chad Jelinek at [Chad.Jelinek@cuanschutz.edu](mailto:Chad.Jelinek@cuanschutz.edu). All Owner responses will be issued by written emailed addenda on or before the date contained in Section II.A for Written Responses Issued.

### C. CONDITIONS OF PREQUALIFICATION

1. All respondents shall accept the conditions of this RFP, including, but not limited to, the following:
  - a. All prequalified packages and bids shall become the property of The University and will not be returned, unless received late.
  - b. Any restriction as to the use of prequalification or bid materials must be clearly indicated as proprietary. The requested limitation or prohibition of use or release shall be identified in writing on a cover sheet. Blanket claims of proprietary proposals will not be honored.
  - c. The University reserves the right to reject any or all prequalification packages or bids on the basis of being non-responsive to this RFP or for failure to disclose requested information.
  - d. The University shall not be liable for any costs incurred by respondents in the preparation and submission of prequalification packages, documented quotes, bids, interviews, nor in costs related to any element of the selection and contract negotiation process.
  - e. **The respondent has reviewed the entire RFP and addenda and, by executing and returning the appropriate Acknowledgement and Attestation form, has agreed that the terms and conditions of the contents of this RFP and addenda are expressly acceptable without reservation.**
  - f. The University reserves the right, without invalidating proposal content, to request clarification of respondent information.

### D. FORMAT FOR PREQUALIFICATION

1. Respondent must comply with the following items. The University retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of The University.
  - a. Submit **NO** hard copies and One (1) searchable PDF (OCR) via method Formstack.  
[https://ucdenverdata.formstack.com/forms/rfp\\_rfq\\_submission](https://ucdenverdata.formstack.com/forms/rfp_rfq_submission)
  - b. Prequalification packages must be submitted in the format and tabbed in the exact sequence as prescribed by Section 1B, INTENT AND SUBMITTAL REQUIREMENTS. Additional information, if provided, shall appear at the end of the proposal under its own tab(s) and shall not exceed 5 pages.
  - c. Response to all items shall be complete.
  - d. All references shall be current and relevant.



- e. Any incomplete package shall be deemed non-responsive.

### III. SELECTION PROCESS

The Small Construction Purchase Program will be conducted as a two-step process outlined below:

Qualified firms will be those firms that comply with all qualification requirements and achieve a passing score on the evaluation form.

Qualified firms: The first step of this process will be to create a list of pre-qualified contractors: General Contractors, Mechanical/Plumbing Contractors, Electrical Contractors, and Asbestos Abatement Contractors to submit documented quotes on The University projects less than \$500,000. The highest ranked firms up to the numbers listed above will be pre-qualified under the first step.

Pre-qualification under the RFP is not a guarantee of work.

The University is required to competitively bid any construction projects \$50,000 and over.

Selection will generally be based upon the following:

Pre-qualification process: 100% based on qualifications.

Project Documented Quote Process: 100% based on the fixed firm priced documented quote, verification and understanding of the project scope, and confirmation that the project schedule can be achieved. Pre-or post-qualifications may occur for specialized projects.

All successful respondents shall be in attendance to at least three mandatory/request for documented quotes within a 365 day period. Failure to attend and provide a bid on this minimum amount may result in removal from the SCPP awarded list.

All successful respondents shortlisted in this pre-qualification step and submitting cost proposals in response to SCPP Only RFP's must be able to effectively manage and complete work in accordance with the specific project requirements. Any contractor that fails to complete a project according to the contract schedule or documents may result in removal from the SCPP list without an opportunity to appeal.

### IV. CONTRACT INFORMATION

- A. Projects under \$50,000 will be negotiated and require a detailed time and materials-not-to-exceed written quote. The quotes shall include a breakdown of the skill level and hourly cost of workers proposed, number of labor hours proposed, and cost of materials required for the project. The invoice shall include the number of hours and price per hour of labor hours billed and breakdown of materials and/or equipment being charged. A Construction Purchase Order will be issued.
- B. Projects under \$50,000 require a Documented Quote. A Construction Purchase Order and associated documents will be issued.
- C. A standard State of Colorado Contractor's Agreement Design/Bid/Build (SC-6.21) and associated documents, including appropriate Bonds, will be required on projects anticipated to be over \$50,000 as follows:
  - 1. Bid Bonds \$50,000 and above.
  - 2. Payment and Performance Bonds and Labor and Material Bonds – every project \$150,000 and above.

3. Public Bid Opening – every project \$150,000 and above.
4. Retainage shall be withheld and shall have a notice of final settlement published before the final payment is made and retainage released.

All individual projects will require a written notice to proceed prior to beginning on-site work.

The State of Colorado, Office of the State Architect contract and procedural documents are included as part of this RFP. This includes, but is not limited to: the State of Colorado Contractor's Agreement Design/Bid/Build (SC-6.21) and The General Conditions of the Construction Contract -Design/ Bid/Build (SC6.23) found at: <https://www.colorado.gov/pacific/osa/formscont> and the University of Colorado Denver | Anschutz Medical Campus Supplementary General Conditions (Appendix H), Construction Purchase Order Terms and Conditions (Appendix I) and Insurance Requirements (A) – Construction Purchase Order Insurance Requirements (Appendix J).

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

## **V. ADDITIONAL REQUIREMENTS and INFORMATION**

- A.** All General Contractors shall submit any and all subcontractors to the University for approval or rejection prior to the award of any projects.
- B.** All Contractors shall perform the work if the work is subcontracted it shall be approved by the University.
  1. **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 The University through this same Small Construction Standing Order Contractors Purchase Program (RFP) or, be pre-qualified by The University prior to submitting a bid or documented or not-to-exceed quote on a project. All sub- contractors shall agree to perform to the same terms and conditions as required under this RFP.

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.

In the event that a sub-contractor is not already pre-qualified under this RFP, the contractor shall disclose this fact with his 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 The University during post- qualification. The University Project Manager reserves the right to disallow the use of any sub-contractor.

2. **PROJECT MANAGER AND SUPERVISOR SUBSTITUTION:** If a substitution becomes necessary, the contractor shall make sure the replacement person 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.

3. **BUILDING INSPECTION RECORD (BIR):** The contractor shall obtain a Building Inspection Record and The University 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.
4. **ASBESTOS/LEAD:** All asbestos contractors shall maintain CDPHE certification for all work to be performed.

## **VI. APPENDICES**

<b>Appendix A:</b>	<b>Contractor Information Page</b>
<b>Appendix B:</b>	<b>Acknowledgement and Attestation Forms</b>
<b>Appendix C:</b>	<b>CU-W9 – Request for Taxpayer Identification Number</b>
<b>Appendix D:</b>	<b>NOT USED</b>
<b>Appendix E:</b>	<b>NOT USED</b>
<b>Appendix F:</b>	<b>Contractor’s Agreement (SC6.21)</b>
<b>Appendix G:</b>	<b>The General Conditions of the Construction Contract – Design/Bid/Build (SC6.23)</b>
<b>Appendix H:</b>	<b>University of Colorado Denver   Anschutz Medical Campus Supplementary General Conditions</b>
<b>Appendix I:</b>	<b>University of Colorado Denver   Anschutz Medical Campus, Facilities Management Construction Purchase Order Terms and Conditions</b>
<b>Appendix J:</b>	<b>Insurance Requirements (A) – Construction Purchase Order Insurance Requirements</b>
<b>Appendix K:</b>	<b>NOT USED</b>
<b>Appendix L:</b>	<b>University of Colorado Denver   Anschutz Medical Campus Contractor’s Statement of Experience</b>

**SMALL CONSTRUCTION PURCHASE PROGRAM  
REQUEST FOR PROPOSAL**

**APPENDIX A**

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**CONTRACTOR INFORMATION PAGE**



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

Request for Proposals  
Project Number: PN 23-152052

**CONTRACTOR INFORMATION PAGE**

Please use this as the front page of your submittal.

Name of Responding Firm: \_\_\_\_\_  
Address of Responding Firm: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

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

<input type="checkbox"/>	ASBESTOS ABATEMENT CONTRACTORS
<input type="checkbox"/>	GENERAL CONTRACTOR
<input type="checkbox"/>	MECHANICAL CONTRACTORS
<input type="checkbox"/>	PLUMBING CONTRACTORS
<input type="checkbox"/>	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**

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**ACKNOWLEDGEMENT AND ATTESTATION**

**ACKNOWLEDGEMENT AND ATTESTATION FORM (Joint Venture Format)**

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

By responding to this RFP, the respondent(s) certify that he/she has reviewed the contents of this RFP and addenda, and has agreed that the terms and conditions are expressly acceptable without change or modification.

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

Subscribed on \_\_\_\_\_ at \_\_\_\_\_,  
Date City  
\_\_\_\_\_, State of \_\_\_\_\_  
County State

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

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

Title: \_\_\_\_\_

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

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

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

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

Title: \_\_\_\_\_

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

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

Notes:

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 (Partnership Format)**

**Date:** \_\_\_\_\_  
**Page 1 of 1**

By responding to this RFP, the respondent(s) certify that he/she has reviewed the contents of this RFP and addenda, and has agreed that the terms and conditions are expressly acceptable 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 (Corporate Format)**

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

**Page 1 of 1**

By responding to this RFP, the respondent(s) certify that he/she has reviewed the contents of this RFP and addenda, and has agreed that the terms and conditions are expressly acceptable 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 Partner 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: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ Date

**SMALL CONSTRUCTION PURCHASE PROGRAM  
REQUEST FOR PROPOSAL**

**APPENDIX C**

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**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 F**

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

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

<https://www.colorado.gov/pacific/osa/formscont>

**SMALL CONSTRUCTION PURCHASE PROGRAM  
REQUEST FOR PROPOSAL**

**APPENDIX G**

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**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://www.colorado.gov/pacific/osa/formscont>

**SMALL CONSTRUCTION PURCHASE PROGRAM  
REQUEST FOR PROPOSAL**

**APPENDIX H**

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**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 Anschutz Medical Campus and Denver Campus**

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ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

ARTICLE 52. SPECIAL PROVISIONS

ARTICLE 53. MISCELLANEOUS PROVISIONS

APPENDIX A University of Colorado Denver | Anschutz Medical Campus Tax Information



ARTICLE 25. INSURANCE — Replace Article 25 as follows:

The term University, University of Colorado, University of Colorado Denver, University of Colorado Anschutz Medical Campus, CU Denver, CU Anschutz, 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.

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
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:

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

2. Automobile Liability

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

Minimum Limits:

Bodily Injury/Property Damage (Each Accident) \$ 1,000,000

3. Workers Compensation

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

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

Minimum Limits:

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 (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.

<b>Wrongful Act</b>	\$2,000,000
General Aggregate	\$2,000,000

6. Bzzilder'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 v/a/oe 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 Denver 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 Denver ) Anschutz Medical Campus Supplemental / Project Acceptance List).

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

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

- 1) The Contractor shall vigorously pursue to the greatest extent possible, adherence to the University of Colorado Denver | Anschutz Medical Campus Policy on Sexual Harassment and also require all employees, and employees of all subcontractors of any kind, working on this project to adhere to this Policy.
- 2) Statement of Policy: It is the policy of the University of Colorado Denver to maintain the community as a place of work, study, and residence free of sexual harassment or exploitation of students, faculty, staff, and administrators. Sexual harassment is prohibited on campus and in university programs. The university is committed to taking appropriate action against any of its officials, employees or students who violate the policy prohibiting sexual harassment.

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

1. sexual advances; 2. requests for sexual favors; or 3. other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic decisions affecting the individual; or when such conduct has the purpose or effect, of unreasonably interfering with an individual's work or academic performance by creating an intimidating, hostile, or offensive working or educational environment.

Conduct prohibited under this policy may occur between persons of the same sex or of different sexes and may manifest itself in different ways. For example, sexual harassment may be as undisguised as a direct solicitation of sexual favors, or arise from behavior which has the effect of creating an intimidating, hostile, or offensive educational or working environment. In this regard, the following types of acts, if pervasive and continuous, are more likely than not to be considered sexual harassment: unwelcome physical contact, sexual remarks about a person's clothing, body, or sexual relations, conversation of a sexual nature or similar jokes and stories, and the display of sexually explicit materials in the workplace or their use in the classroom without defensible educational purpose.

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

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 DENVER ) 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. Certificate of Exemption for State Sales/Use Tax, dated August 25, 2017
2. Sales Tax Exemption Certificate — Multi-Jurisdiction dated September 4, 2018
2. City of Aurora Sales and Use Tax Exemption, dated March 12, 2001
3. City of County of Denver Tax Confirming Exemption Status, dated November 5, 1999
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



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STATE OF COLORADO/ OFFICE OF STATE  
CONTROLLER  
ATTN. OFFICE OF UNIVERSITY CONTROLLER  
1800 N GRANT ST STE 60D  
DENVER CO 80203-1148

Executive Director  
Department of Revenue



130563 19999

## Sales Tax Exemption Certificate Multi -Jurisdiction

See page 2 for instructions

L6Bt 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>Qualifier As (Check each applicable item)</b>				
<input type="checkbox"/> Wholesaler		<input type="checkbox"/> Retailer		<input type="checkbox"/> Manufacturer
<input type="checkbox"/> Political Subdivision or Governmental Agency		<input type="checkbox"/> Charitable or Religious		
<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> of				
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 e80291s-0000	
City or State <b>Colorado</b>	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.				
A n tu c Partner or Cozpoore e		loclate Vice PresidenVUniversity Controller		



FINANCE DEPARTMENT

1570 South Havana Street  
Aurora, Colorado 80012  
503-739-7055

March 12, 2001

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

**RE: Letter of Commitment**

Dear Mr. Henderson:

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 Exemption 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. § JJ-id-40, et seq., 6.1.6. 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 Exemption 130-1EZ(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 § 130-19 & E) and the City Employer Occupational Privilege Tax Ordinance (City Code § 130-40E(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 § 530-J60. Likewise, UCHSC

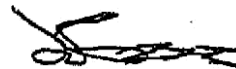
@gyne F. Henderson  
March 12, 2001  
page Two

**,t 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. C/ Code § J30-464.**

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 improvement is liable for such tax. see *Fifteenth Street Investment Co. v. Repple*, 102 Cal. 2d 102, 32 P.2d 104 (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 *Cal. 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

D•Paztm•zzt•£ Ffzsanc•  
Treasury Division  
Tax Compliance - Audit Unit

201 W Colfax Ave fl1009  
Oenver. CO 80202  
fax: 720 913-9456  
www.denver v, reeso



February 19, 2014

University of Colorado  
Procurement Service Center  
1800 Grant Street, Suite 5iXI  
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 shrill be exempt from taxation under the provisions of this Article the following: (1) All sales to ae United States Ciovernment, 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 thc performance or contracts for others. Nor does the exemption apply to purchases by employees or members for their own personal use.

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

Sincerely,

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

# STATE OF COLORADO

TAXPAYERS SERVICES DIVISION  
Department of Revenue

1375 Sherman Street  
Denver, Colorado 80261



**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

M. Michael Cooke  
Executive Director

Neil Tiftjuist  
Division Director

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), sections 708(1)(a) and 39-2&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 39-20-708(1)(a) and 39-26-708(2)(a), C.R.S., for the Regional Transportation District under 32-9-119(2)(c)(II), C.R.S., for the Scientific and Cultural District under 32-13-107(2), C.R.S., and for the Metropolitan Football Stadium District under 32-15-110(2)(a), C.R.S.

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

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

**Respectfully,**

Steve Asbell  
Taxpayer Service Policy Group  
Colorado Dept of Revenue  
Ph:303.868.3889 email: sasbell@spike.dor.state.co.us



**DO NOT SEND**

DR 0172 (05/01/18)  
COLORADO DEPARTMENT OF REVENUE  
Denver CO 80261 - 000g  
(303) 238-NERV (7378)

## 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:

#### Q 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 (05/01/1B)  
COLORADO DEPARTMENT OF REVENUE  
Denver CO 80261 - 00139  
(3D3) 23B-BERV (7378)



# Contractor Application for Exemption Certificate

**This exemption does not include or apply to the purchase or rental of Any unauthorized use of the exemption certificate will result in evocation** equipment, supplies, and materials which are purchased, rented, or of your exemption certificate and other penalties provided by law. consumed by the contractor and which do not become a part of the contract. A separate certificate is required for each structure, highway, road, street, or other public works owned and used by the exempt organization.

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.		Period (u/w-u/vw)	
Must be completed by applicant			
<b>Contractor Information</b>			
Trade name/DBA			
Owner, partner or corporate last name		First Name	Middle Initial
Mailing Address		Ca	State Zip
E-Mail Address		FERN	Bid amount for your contract [Must match to the penny]
Fax number		Business Phone number	
Colorado withholding tax account number (file instructions)		Q Subsidiary Agency Ng nmploynes/subCnntreCtorS (see below)	Q Subcontractors Staffing
No Employees/Subcontractors. (Provide explanation or attach a letter of explanation).			
<b>Exemption Information</b> 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 shown on contract		Exempt organization's number	
Address of exempt organization		<b>GC</b>	<b>State Zip</b>
Principal contact at exempt organization-Last Name		First Name	Middle Initial
Housing Authority (if applicable)		<b>Name of Project (if applicable)</b>	
Owner of the Project (if applicable)			
Physical location of project site (give actual address when applicable and titles and/or authority (ies) where project is located)			
City		State	Zip Principal contact's telephone number
Scheduled construction start date (M/DD/YY)		Estimated completion date (M/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 (M/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**

#### 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)
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)



<b>FAR Citation</b>	<b>Title</b>
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)
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)

FAR Citation	Title
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) 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)

NASA Citation	Title
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

**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 subcontractor/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**

**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.