



University of Colorado Denver | Anschutz Medical Campus

Request for Documented Quote

Project #: 22-122842

Project Name: Building 401 Replace Evaporative Cooling Systems

Documented Quote Due by January 12, 2022 at 3:00PM

Project Manager: Andy Madsen

Email Address: andy.madsen@cuanschutz.ed



Facilities Management
UNIVERSITY OF COLORADO
DENVER | ANSCHUTZ MEDICAL CAMPUS

Campus Services Building
1945 Wheeling Street, Mail Stop F418
Aurora, Colorado 80045
o 303-724-0623
f 303-724-0931

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University of Colorado
Denver | Anschutz Medical Campus

**Building 401 Replace Evaporative Cooling
System**

Project Number: 22-122842

Advertisement for Documented Quote

***** SMALL CONSTRUCTION PURCHASE PROGRAM *****

Advertisement Date: 12/06/2021

Issued by:

CU Anschutz Facilities Projects



ADVERTISEMENT FOR Documented Quote

General Contractor

State of Colorado

University of Colorado Denver | Anschutz Medical Campus (GFE)

Notice Number: PN 22-122842

Notice Status: OPEN
Publish Date: 12/06 /2021
Notice Revisions: 0
Revision Publish Date: NA

Project No: 22-122842
Project Title: Building 401 Replace Evaporative Cooling System
Estimated Construction Cost: \$80,000 to \$95,000

***** SMALL CONSTRUCTON PURCHASE PROGRAM *****
***** SCPP Pre-Qualified Mechanical/Plumbing Contractors Only *****

Settlement Notices

For all projects with a total dollar value above \$150,000 Notice of Final Settlement is required by C.R.S. 38-26-107(1).

Final Settlement, if required, will be advertised via: Electronic Media

Project Description

The University of Colorado Anschutz Medical Campus seeks documented quotes from Small Construction Purchase Program (SCPP) SCPP Pre-Qualified Mechanical/Plumbing contractors for this project. The project consists of the contractor purchasing four (4) new evaporator coolers, replacing four (4) evaporative coolers for Building 401. The scope of work includes removal of the old cooler units, new installation pad for each evaporative cooler, install the new evaporators, ensure operability of the new units, and train CU Operations staff on the new units.

Scope of Services

The **University of Colorado Anschutz Medical Campus** is using the Construction Purchase Order for a Mechanical/Plumbing Contractors approach to project delivery from the University's Small Construction Purchase Program contractors.

Minimum Requirements

Notice is hereby given to all interested parties that all firms will be required to meet all minimum requirements to be considered for this project. To be considered as qualified, interested firms shall have, as a minimum:

1. Contractor must currently be listed on the University SCPP Pre-Qualified Contractors List at:

<http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/Pages/SCPP.aspx>

For this specific project, electrical contractors do not have to be solicited from the SCPP list nor do they need to be pre-qualified; and

2. Provided Mechanical services within the last three (3) years for at least two (2) projects each in excess of \$100,000 (hard costs), utilizing the expertise present in their Colorado Office; and

3. Demonstrated specific Mechanical experience in projects of similar scope and complexity; and

4. Demonstrated bonding capability up to \$100,000 for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity; and

5. Bid Bond is required if project exceeds \$50,000; and

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

University of Colorado Denver | Anschutz Medical Campus Facilities Projects – **Request for Proposals** website: <https://www.cuanschutz.edu/offices/facilities-management/construction-projects/RFP>

Colorado CORE/ColoradoVSS:
<https://codpavss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService>

Bid Documents

Project Bid Documents are available on the Facilities website:
<https://www.cuanschutz.edu/offices/facilities-management/construction-projects/RFP>

Other Information

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

Pre-Bid Meeting (Mandatory)

The Pre-Bid Meeting and tour will be **Wednesday December 15, 2021**, at 9:30 AM in person we will be meeting on the **North East corner outside Building 401, Anschutz Medical Campus, 1784 Racine Street, Aurora, CO 80045.**

Comments: All participants will be asked to submit their questions and an attendance confirmation via email.

Schedule/Submission Details

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

Advertisement	<u>12/06/2021</u>
Pre-Bid Conference and Tour (In person)	<u>12/15/2021, 9:30 AM</u>
Date Email Questions Due	<u>12/20/2021, 3:00 PM</u>
Date Email Answers Issued	<u>12/28/2021</u>
Documented Quotes Due	<u>01/12/2022, 3:00 PM</u>
Bid Results Published (Facilities Project Website)	<u>01/13/2022</u>
Negotiation of General Contractor Contract	<u>01/06/2022</u>
Contract Approval (projected)	<u>01/07/2022</u>
Anticipated Design Start	<u>Complete</u>
Anticipated General Contractor Start	<u>01/17/2022</u>
Anticipated Construction Start/Finish	<u>4/22/2022</u>

2. All Documented Bids submissions shall be ONE (1) electronic copy PDF received no later than **Wednesday, January 12, 2022, at 3:00 PM**, and shall be submitted via email to:

ANDY.MADSEN@CUANSCHUTZ.EDU

And

raeann.gregory@cuanschutz.edu

Comments: Late submissions will be rejected without consideration. The University of Colorado Anschutz Medical Campus (GFE) and the State of Colorado assume no responsibility for costs related to the preparation of submittals.

4. The above schedule is tentative. Responding firms shall be notified of revisions in a timely manner by email. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the schedule date and time.

Point of Contact/Clarification

Name:	Andy Madsen
Agency:	University of Colorado Anschutz Medical Campus (GFE)
Phone:	(303) 880-7569
Email:	Andy.madsen@cuanschutz.edu

This Notice is also available on the web at
www.colorado.gov/pacific/osa/cdnotices

Media of Publication(s):	University of Colorado Anschutz Medical Campus Facilities Projects Website
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Colorado CORE/ColoradoVSS

Publication Dates:	12/06/2021
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STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

INFORMATION FOR BIDDERS

Institution or Agency: **University of Colorado Anschutz Medical Campus / GFE**
Project No./Name: **22-122842 / Building 401 Replace Evaporative Cooling System**

1. **BID FORM:** Bidders are required to use the Bid form attached to the bidding documents. Each bidder is required to bid on all alternates and indicate the time from the date of the Notice to Proceed to Substantial Completion in calendar days, and in addition, the bidder is required to indicate the period of time to finally complete the project from Substantial Completion to Final Acceptance, also in calendar days. Bids indicating times for Substantial Completion and Final Acceptance in excess of the number of days indicated in the Advertisement for Bids for completion of the entire Project may be found non-responsive and may be rejected. The bid shall not be modified or conditioned in any manner. Bids shall be submitted in sealed envelopes bearing the address and information shown below. If a bid is submitted by mail, this aforementioned sealed envelope should be enclosed in an outer envelope and sent to the following addressee:

INSERT NAME OF AGENCY AND ADDRESS WHERE BID SHOULD BE DELIVERED

The outside of the sealed inner envelope should bear the following information:

Project # **22-122842**

Project Name: **Building 401 Replace Evaporative Cooling System**

Name and Address of Bidder _____

Date and Time of Documented Quotes Due: **January 12, 2022, at 3:00PM.**

2. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.
3. **APPLICABLE LAWS AND REGULATIONS:** The bidder's attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Attention is also called to the fact that the use of labor for work shall be governed by the provisions of Colorado law which are hereinafter set forth in Articles 27 and 52E of the GENERAL CONDITIONS. This includes the requirements for apprenticeship and prevailing wage on Public Projects.
4. **UNAUTHORIZED IMMIGRANTS:** Note that the Special Provisions of the General Conditions of the Contract includes the following language: PUBLIC CONTRACTS FOR SERVICES - CRS 8-17.5-101 and PUBLIC CONTRACTS WITH NATURAL PERSONS - 24-76.5-101. The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where

exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

5. **BID SECURITY:** A bid security of not less than 5% of the bid price is required when the price is estimated to be \$50,000 or more. The security shall be a bond by a surety company, the equivalent in cash, or otherwise supplied in a form satisfactory for the State. Noncompliance requires the bid to be rejected as nonresponsive.
- 6.
7. **TAXES:** The bidder's attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers' taxes and all state sales and use taxes as hereinafter set forth in Article 9C of the GENERAL CONDITIONS.
8. **OR EQUAL:** The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered "equal", provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of "or equal" shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.
9. **ADDENDA:** Owner/architect initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.
10. **METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER:** If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the alternates bid form provided by the Principal Representative. Bidders should note the Method of Award is applicable to this Bid as stated below.
 - A. **DEDUCTIBLE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be subtracted from the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
 - B. **ADDITIVE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid plus all additive alternates added in the numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
 - C. **DEDUCTIBLE AND ADDITIVE ALTERNATES:** Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.
9. **NOTICE OF CONTRACTOR'S SETTLEMENT** – Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media.



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

BID

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

Project No./Name: 22-122842 / Building 401 Replace Evaporative Cooling System

Bidder Acknowledges Receipt of Addenda Numbers:

Bidder Anticipates Services outside the United States or Colorado:*

Bidder will comply with 80% Colorado Labor on project above \$500,000:

Bidder is a Service-Disabled Veteran Owned Small Business:*

No ☐ Yes ☐ If Yes see 3A below

Yes ☐ No ☐ If No see 3B below

No ☐ Yes ☐ If Yes see 3C below

Base Bid

\$

(Refer to Bid Alternate Form SC-6.13.1 Attached, If Applicable)

Bidder's Time of Completion

a. Time Period from Notice to Proceed to Substantial Completion:

140

b. Time Period from Substantial Completion to Final Acceptance:

10

c. Total Time of Completion of Entire Project (a + b):

150

1. **BID:** Pursuant to the advertisement by the State of Colorado dated 12/6/21 the undersigned bidder hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the work and for the base bid indicated above. Bidders should include all taxes that are applicable.
2. **EXAMINATION OF DOCUMENTS AND SITE:** The bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the Work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.
3. **PARTIES INTERESTED IN BID:** The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other bidder or prospective bidder has given any information concerning this Bid.
 - A. If the bidder anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the bidder shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform such services. (Does not apply to any project that receives federal moneys) *
 - B. For State Public Works projects per C.R.S. 8-17-101, Colorado labor shall be employed to perform at least 80% of the work. Colorado Labor means any person who is a resident of the state of Colorado at the time of the Public Works project. Bidders indicating that their bid proposal will not comply with the 80% Colorado Labor requirement are required to submit written justification along with the bid submission. (Does not apply to any project that receives federal moneys) *
 - C. A Service-Disabled Veteran Owned Small Business (SDVOSB) per C.R.S. 24-103-211, means a business that is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified by the Center for Veteran Enterprise within the U.S. Department of Veteran Affairs. Attach proof of certification along with the bid submission. *
 - D. Projects estimated to be \$1 million or more that do not receive federal funds are required to comply with the State Apprenticeship Utilization requirements C.R.S. 24-92-115
 - E. Projects estimated to be \$500,000 or more that do not receive federal funds are required to comply with the State Prevailing Wage requirements C.R.S. 24-92-201 through 210.
4. **BID GUARANTEE:** This Bid is accompanied by the required Bid Guarantee. You are authorized to hold said Bid Guarantee for a period of not more than thirty (30) days after the opening of the Bids for the work above indicated, unless the undersigned bidder is awarded the Contract, within said period, in which event the Director, State Buildings Programs, may retain said Bid Guarantee, until the undersigned bidder has executed the required Agreement and furnished the

required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants.

5. **TIME OF COMPLETION:** The bidder agrees to achieve Substantial Completion of the Project from the date of the Notice to Proceed within the number of calendar days entered above, and in addition, further agrees that the period between Substantial Completion and Final Acceptance of the Project will not exceed the number of calendar days noted above. If awarded the Work, the bidder agrees to begin performance within ten (10) days from the date of the Notice to Proceed subject to Article 46, Time of Completion and Liquidated Damages of the General Conditions of the Contract, and agrees to prosecute the Work with due diligence to completion. The bidder represents that Article 7D of the Contractor's Agreement (SC-6.21) has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.
6. **EXECUTION OF DOCUMENTS:** The bidder understands that if this Bid is accepted, bidder must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants within ten (10) days from the date of the Notice of Award, and that the bidder will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.
7. **ALTERNATES:** Refer to the Information for Bidders (SC-6.12) for Method of Award for Alternates and use State Form SBP-6.13.1 Bid Alternates form to be submitted with this bid form if alternates are requested by the institution/agency in the solicitation documents.
8. **Submit wage rates** (direct labor costs) for prime contractor and subcontractor as requested by the institution/agency in the solicitation documents.
9. **The right is reserved to waive informalities and to reject any and all Bids.**

**Does not apply to projects for Institutions of Higher Education that have opted out of the State Procurement Code.*

SIGNATURES: If the Bid is being submitted by a Corporation, the Bid shall be signed by an officer, i.e., President or Vice-President. If a sole proprietorship or a partnership is submitting the Bid, the Bid shall so indicate and be properly signed.

Dated this _____ Day of _____, 20____

THE BIDDER:

Company Name

Address (including city, state and zip)

Phone number:

Name (Print) and Title

Signature



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

BID BOND

Institution/Agency: University of Colorado Anschutz Medical Campus / GFE
Project No./Name: 22-122842 / Building 401 Replace Evaporative Cooling System

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ hereinafter called the "PRINCIPAL", is submitting a PROPOSAL for the above described project, to the STATE OF COLORADO, hereinafter called the "OBLIGEE".

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the PROPOSAL GUARANTY in an amount not less than five per cent (5%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in pursuance of which Requirement, this Bid is made, executed and delivered.

NOW THEREFORE, the Principal and _____ a corporation of the State of _____, duly authorized to transact business in Colorado, as Surety, are held and firmly bound unto the Obligee, in the sum of five per cent (5%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, well and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

FURTHER THAT, a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for thirty (30) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, Certificates of Insurance and Certification and Affidavit Regarding Illegal Aliens, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this _____ day of _____, A.D., 20_____.

(Corporate Seal)

ATTEST

Secretary

Name (Print)

THE PRINCIPAL

Company Name

Address (including city, state and zip)

Phone number: _____

Signature

Name (Print) and Title

SIGNATURES

If the "Principal" is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President or Vice President. The signature of the officer shall be attested to by the Secretary and properly sealed.

If the "Principal" is an individual or a partnership, the Bid Bond shall so indicate and be properly signed.

(Corporate Seal)

THE SURETY

By _____

Attorney-in-Fact

**THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED.
FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF
ATTORNEY WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.**

SECTION 23 76 00 - EVAPORATIVE AIR-COOLING EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. For additional information, also see Design Criteria (web-base standard) - Part 3.4 the university Utilities Mechanical Infrastructure Guidelines/Considerations. Both the Design Criteria and the Construction Standards are co-equal in authority.
- B. This applies to single stage or multi-stage evaporative cooling sections.

1.2 SYSTEM DESIGN REQUIREMENTS

- A. The casing shall be constructed of reinforced stainless steel panels and shall be designed for front access to the pump, strainer, and float assembly. The top cover is to be hinged for service access to the media and spray distribution header. Dielectric gasketing shall be installed between the evaporative cooling section and other non-compatible metals which come in contact at wet surfaces.
- B. The sump shall be 12 inches deep minimum, of 14-gauge stainless steel construction, with bleed, 2" overflow, and 2" drain connections for complete sump drainage. Sump shall extend 6" (min.) upstream of the media and shall be large enough to accommodate the pump(s) on the downstream side, but shall extend no less than 12" past the media.
- C. Include adequately sized brass float valve assembly for makeup water control.
- D. The sump shall be sloped to the drain outlet for complete drainage.
- E. Provide a 12-inch deep pad of Munters Glasdek media. Maximum face velocity without water carryover shall be 500 fpm. Evaporative cooling effectiveness shall be 90% at 450 fpm face velocity. Evaporative media shall be installed per installation details for industrial evaporative coolers and humidifiers equipped for Glasdek media, engineering bulletin EB-IDI-0405 or latest standard
- F. Media spray pump(s) shall be submersible type with stainless-steel inlet strainer. Pump motor(s) shall be thermally protected and capable of being operated dry for up to 12 hours without damage.
- G. Provide factory-installed float switch to lock-out spray pumps until sump fill level is sufficient to submerge the pump inlet.
- H. Pumps shall be sized to provide 2 GPM per square foot of top surface of the pad (2 GPM per linear foot for a 12-inch thick pad).
- I. Piping and distribution header shall be Type L copper, with non-clogging spray distribution nozzles and hose-end blowdown valves on both ends of the unit. Provide with brass balancing valve and a brass bleed-off valve. The drain and fill valves shall be motorized, full-port ball valves, provided by the temperature control contractor. Valves shall conform to specification Section 23 05 23.
- J. Construction shall conform to the Evaporative Cooling Module Piping and Construction Detail on the drawings and the design guidelines issued by the Munters Corporation.
- K. Evaporative cooling media to be downstream of fan(s) and cooling coil(s).
- L. Evaporative supply water shall be metered, with pulsed output to the BAS.

- M. Provide conductivity monitor, monitored by the BAS to control bleed valve.
- N. Provide common sump with equalizing tube.
- O. All components in the evaporative cooling section shall be rust-proof.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TRAINING

- A. Schedule a minimum of four (4) hours of training with the university. The manufacturer's representative, and the Division 23 Contractor shall be present. The training shall be coordinated by the Division 23 Contractor and the university in conjunction with the other mechanical equipment on the project.
- B. Train the university's maintenance personnel on start-up and shutdown procedures, troubleshooting procedures, and servicing and preventative maintenance schedules and procedures. Review with the university's personnel, the contents of the Operating and Maintenance Data.
- C. Schedule training with the university through the Architect/Engineer with at least seven (7) days prior notice.

END OF SECTION 23 76 00

Product Data - Packaged Evaporative Air Handling Units

The Contractor can choose one of the following 5 different evaporative cooler makes for a replacement.

- Trane
- Carrier
- Liebert
- United Metal Products
- AbsolutAire

All Units

Left hand access – please verify existing access side
208/60/3 main power supply
Standard blower with evaporative cooler
Single speed high efficiency open drip proof motor
100% outside air opening with outside air hood
Moisture eliminators
12" (305 mm) evaporative media (Glasdek)
Standard filters
60 amp 208-230/60/3 non-fused disconnect (Field Installed)
Interlock relay 24/115/230v DPDT 10 amp (Field Installed)
1st Year Labor Warranty Whole Unit

Item: A1, A4 Qty: 2 Tag(s): Evap 1, Evap 4

4000-14000 cfm (1888-6608 L/s)
3 HP supply fan motor with magnetic starter

Item: A2 Qty: 1 Tag(s): Evap 2

1500-8000 cfm (708-3776 L/s)
5 HP supply fan motor with magnetic starter

Item: A3 Qty: 1 Tag(s): Evap 3

4000-14000 cfm (1888-6608 L/s)
5 HP supply fan motor with magnetic starter



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)

FAR Citation	Title
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 and transcriptions.

31. Security Badging

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

INSURANCE REQUIREMENTS (A)

Construction Purchase Order Insurance Requirements University of Colorado Denver

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:

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:

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 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

APPENDIX A

University of Colorado Denver
Anschutz Medical Campus

Tax Information

**UNIVERSITY OF COLORADO ANSCHUTZ MEDICAL CAMPUS
TAX INFORMATION**

For Design Bid Build Contractor Agreement and General Conditions of the Contract (SC-6.21 and SC-6.23)

Tax Information:

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

DR 0160 (02/08/07)
COLORADO DEPARTMENT OF REVENUE
DENVER CO 80261-0013

CERTIFICATE OF EXEMPTION FOR COLORADO STATE SALES/USE TAX ONLY

THIS LICENSE IS
NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION	ISSUE DATE
98-00799-0000	01 006 N 080179	NOV 04 2009

1380 LAWRENCE ST

DENVER CO 80202

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

Rory Shiber
Executive Director
Department of Revenue

NEW AUTOMATED SERVICES FOR AND ABOUT BUSINESSES

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

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

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

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

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

SALES TAX EXEMPTION CERTIFICATE MULTI - JURISDICTION

See reverse side for instructions.

Issued to (Seller)		Address	
Name of Firm (Buyer)		Regents of University of Colorado	
Street Address or Post Office Box Number		1800 Grant Street, Suite 600	
City		State	ZIP Code
Denver		CO	80203
QUALIFIES AS (Check one) (Applicable to item)	☐ WHOLESALE ☐ RETAILER ☐ MANUFACTURER ☐ LESSOR (See note on reverse side) ☐ CHARITABLE OR RELIGIOUS ☒ POLITICAL SUBDIVISION OR GOVERNMENTAL AGENCY ☐ OTHER (Specify) _____ 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 _____ or _____ 2) that such purchases are exempt from payment of sales or use tax in such states and cities because our buyer is ☐ CHARITABLE OR RELIGIOUS ☒ POLITICAL SUBDIVISION OR GOVERNMENTAL AGENCY ☐ OTHERWISE EXEMPT BY STATUTE (SPECIFY) _____		
	City or State	State Registration or ID Number	City or State
City of Aurora	98-00799-0000	City of State	State Registration or ID Number
Colorado	98-02915	City of State	State Registration or ID Number
City or State	State Registration or ID Number	City or State	State Registration or ID Number
If the list of states and cities is more than six (6), attach a list to this certificate. I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state. General description of products to be purchased from the seller: _____			
Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter. Authorized Signatory (Owner, Partner or Corporate Officer) _____ Title Associate Vice President and University Controller Date 7/25/2008			



FINANCE DEPARTMENT

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

March 12, 2001

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

RE: Letter of Commitment

Dear Mr. Henderson:

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

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

It should be noted, however, that these exemptions do not extend to the collection of City tax. For instance, UCHSC must collect, report, and remit City sales tax on any retail sale of tangible personal property or taxable services it makes to a non-exempt third party. *City Code § 130-160*. Likewise, UCHSC

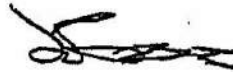
Wayne F. Henderson
March 12, 2001
Page Two

must also collect, report, and remit the employee portion of the City occupational privilege tax for each person it employs within the City for any period of time within a calendar month sufficient to receive no less than \$250.00 as compensation for such employment. *City Code § 130-464.*

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

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

Very truly yours,



John Gross
Director of Finance

CONTRACTOR APPLICATION FOR EXEMPTION CERTIFICATE

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

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

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

A separate certificate is required for each contract.

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

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

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

Contractor/Account No. (Leave blank if filing for the first time) 89 -	Period	0170-750 (999) \$0.00
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CONTRACTOR INFORMATION

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

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

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

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:
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DO NOT WRITE BELOW THIS LINE

Special Notice

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

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

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

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

Once an 89# has been assigned to you, please use the next five numbers following it for any applications submitted for future projects. This should be your permanent number. For instance, if you were assigned 8912345-0001, every application submitted thereafter should contain 89-12345 on the application. The succeeding numbers will be issued by the Department of Revenue. **DO NOT** enter what you believe to be the next in sequence as this may delay processing of your application.