

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



**REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES**

For The

University of Colorado Denver | Anschutz Medical Campus

For The

Campus Safety and Emergency Preparedness Facility

**REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES**

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**ADVERTISEMENT FOR
REQUEST FOR QUALIFICATIONS (RFQ)
Design Build Services
State of Colorado**

University of Colorado Denver | Anschutz Medical Campus (GFE)
Notice Number: PN21-124177

Notice Status: OPEN
Publish Date: 8/2/2021
Notice Revisions: 0
Revision Publish Date: NA

Project No: 21-124177
Project Title: Campus Safety Preparedness Facility
Estimated Construction Cost: TBD

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 Safety and Preparedness Facility is a 26,100 gross square foot building at the north frontage of 17th Place between Victor Street and Wheeling Street. Working within the framework of the CU Anschutz Medical Campus 2012 Facilities Master Plan, the project will embrace the urban zone characteristics of the campus fabric outside of the core academic campus. The facility will improve the arrival experience at this important campus gateway moment to the campus to and from the east, north and south, and embrace a connection with the Art Walk, signaling the eastern beginning/terminus of this important campus place.

The Program consists of offices, open offices, conference space, training space, a fitness space, storage, commons areas and supporting restroom and break areas. Building 610 currently occupies the site for the new facility and was built in 1981. This project proposes a renovation of the existing one-story facility, and the addition of a second level, along with a new two-story bar constructed along 17th Place. Site development will consist of public parking, secure fleet parking, a secure access drive.

The building systems are proposed to be a distributed heat pump with a closed heat rejection loop tied to the campus utilities including roof mounted DOAS units. Electrical system will include an emergency generator and onsite renewables procured via purchase or PPA.

Scope of Services

The selected firm will be asked to provide basic professional services for third-party building commissioning, analysis of the project design during the design, construction, and close-out phases for the referenced project. In addition to commissioning of building systems the Commissioning agent will be asked to provide Building Enclosure Commissioning services (BECx) and could also include construction progress photo documentation services.

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. Experience in successfully delivering services for fast-track projects.
2. Colorado-based firm conveniently located for coordination with University of Colorado Anschutz campus.
3. Experience in delivering commissioning services for at least three (3) multi-story projects in the past five years.
4. Demonstrate ability to complete tasks in a collaborative environment to include: expediting document review, completing field coordination, providing expertise in commissioning of systems, and ensuring readily available expertise in solving problems during the construction phase.
5. Demonstrated ability to commission mechanical, electrical, and lighting control systems.
6. Demonstrated experience with LEED, Net Zero Energy, and on-site renewable facilities.

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

Rae please check the below link is accurate

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

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

Colorado CORE/ColoradoVSS:

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

Other Information

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

Pre-Bid Meeting

The Mandatory Pre-Bid Meeting will be held Wednesday August 11, 2021 at 9:00AM

Virtually via Zoom <https://ucdenver.zoom.us/j/91697126951?from=addon>

Schedule/Submission Details

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

Advertisement	<u>August 2, 2021</u>
RFQ Document Available	<u>August 2, 2021</u>
Pre-submittal Conference	<u>August 11, 2021 at 9AM</u>
Email Questions Due	<u>August 18, 2021 at 2PM</u>
Date Answers Due to all Firms	<u>August 24, 2021</u>
RFQ Submittal Due	<u>August 31, 2021 at 2PM</u>
Submittal Screening	<u>September 1-7, 2021</u>
Consultant Interview List Released	<u>September 8, 2021</u>
Consultant Oral Interviews (as scheduled)	<u>September 16, 2021</u>
Negotiation of Consultant Contract	<u>September 20, 2021</u>
Contract Approval (projected)	<u>October 1, 2021</u>
Anticipated Design Start	<u>In Progress</u>
Anticipated Design/Build Construction Start	<u>October 11, 2021</u>
Anticipated Construction Start/Finish	<u>September 2022</u>
Advertisement	<u>August 2, 2021</u>

2. Prequalification submittals shall be submitted ONE (1) electronic copy PDF received no later than Tuesday August 31st at 2:00PM, and shall be submitted via email to Raeann.Gregory@cuanschutz.edu. Late submittals will be rejected without consideration. CU Anschutz and the State of Colorado assume no responsibility for costs related to the preparation of submittal.
3. The above schedule is tentative. Responding teams 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: **Raeann Gregory**

Agency: University of Colorado Denver | Anschutz Medical Campus (GFE)

Phone: NA

Email: Raeann.Gregory@cuanschutz.edu

This Notice is also available on the web at:

Media of Publication(s):	University of Colorado Denver Anschutz Medical Campus Facilities Projects Website
Publication Dates:	8/2/2021
VSS	https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService

**ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES
REQUEST FOR QUALIFICATIONS
University of Colorado Denver | Anschutz Medical Campus**

I. INTRODUCTION

A. PROJECT DESCRIPTION

The University of Colorado Anschutz seeks a firm to provide third-party commissioning services for the Campus Safety and Emergency Preparedness Facility. This facility is targeting Net Zero Energy (NZE) and a minimum of LEED Gold Certification.

The selected firm will be asked to provide basic professional services for third-party building commissioning, analysis of the project design during the design, construction, and close-out phases for the referenced project. In addition to commissioning of building systems the Commissioning agent will be asked to provide Building Enclosure Commissioning services (BECx) and could also include construction progress photo documentation services.

The University of Colorado Anschutz Medical Campus Safety and Preparedness Facility is a 26,100 gross square foot building at the north frontage of 17th Place between Victor Street and Wheeling Street. Working within the framework of the CU Anschutz Medical Campus 2012 Facilities Master Plan, the project will embrace the urban zone characteristics of the campus fabric outside of the core academic campus. The facility will improve the arrival experience at this important campus gateway moment to the campus to and from the east, north and south, and embrace a connection with the Art Walk, signaling the eastern beginning/terminus of this important campus place.

The Program consists of offices, open offices, conference space, training space, a fitness space, storage, commons areas and supporting restroom and break areas. Building 610 currently occupies the site for the new facility and was built in 1981. This project proposes a renovation of the existing one-story facility, and the addition of a second level, along with a new two-story bar constructed along 17th Place. Site development will consist of public parking, secure fleet parking, a secure access drive.

The building systems are proposed to be a distributed heat pump with a closed heat rejection loop tied to the campus utilities including roof mounted DOAS units. Electrical system will include an emergency generator and onsite renewables procured via purchase or PPA.

MINIMUM CAPABILITES

Minimum Requirements for this project include a license to practice Engineering in Colorado and completion of projects of similar scope and complexity.

The selected firm will be asked to provide third-party commissioning services for the Campus Safety and Emergency Preparedness Facility. The third-party commissioning services will include design review at the earliest possible date through construction document phase. Third-party commissioning tasks will continue through the construction closeout phase and may extend through a ten (10) month post occupancy evaluation via MBCx.

Selection preference will be given to the firms with the best and most recent experience in the following areas:

- Experience in successfully delivering services for fast-track projects.
- Colorado-based firm conveniently located for coordination with University of Colorado Anschutz Medical Campus.
- Experience in delivering services for at least three (3) multi-story projects over the past five years.
- Demonstrate ability to complete tasks in a collaborative environment to include: expediting document review, completing field coordination, providing expertise in commissioning of systems, and ensuring readily available expertise in solving problems during the construction phase.
- Demonstrated ability to commission mechanical, electrical, and lighting control systems.
- Demonstrated experience with LEED, Net Zero Energy, and on-site renewable facilities is preferred.

It is the intent of the University to be inclusive in regards to Service Disable, Veteran, Minority, and Women Owned Business Enterprises (SDVMWBE). The third-party commissioning agent should demonstrate an ability to be inclusive and complete all required SDVMWBE forms within this RFQ package.

B. SELECTION PROCESS

The selection of an architect/engineer/consultant will be conducted in accordance with the Colorado Revised Statutes, 24-30-1401 et. seq. The process will involve two stages: submittals will be screened and scored. A limited number of firms will be short listed and invited to participate in oral interviews. The University of Colorado Anschutz Medical Campus will attempt to negotiate a contract with the highest ranked firm following the interview segment. Following is additional information relative to the selection process:

1. Mandatory Pre-submittal Conference: To ensure sufficient information is available to firms preparing submittals, a mandatory pre-submittal conference has been scheduled. The intent of this conference is to have University of Colorado Denver | Anschutz Medical Campus staff available to discuss the project. Firms preparing submittals must attend and sign-in in order to have their submittals accepted. Sign-in instructions for the Zoom meeting will be shared during the conference. The pre-submittal conference will be held at:

Join Zoom Meeting

<https://ucdenver.zoom.us/j/91697126951?from=addon>

Meeting ID: 916 9712 6951

August 11, 2021 at 9AM

2. Architect/Engineer/Consultant's Submittals: Specific requirements for submittals and scoring criteria are detailed in II. SUBMITTAL REQUIREMENTS. In order to facilitate review, One (1) copy of submittals must be provided electronically. Submittals shall be submitted via email to Raeann.gregory@cuanschutz.edu.

Deadline for receipt (whether mailed or hand delivered) is: August 31, 2021 at 2PM

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

3. Screening Panel/Short List: Submittals will be evaluated by a panel of individuals selected in accordance with state policies. The panel will review and score the submittals. Firms ranked the highest will be invited to an oral interview. It is anticipated no fewer than three (3) or no more than Five (5) will be interviewed.
4. Oral Interviews. It is anticipated that oral interviews will be conducted during the week of Thursday, September 16, 2021. Interviews will be conducted via Zoom or in person at Campus Services Building 1945 N. Wheeling St Aurora, CO 80045. The time and location for interviews will be determined when the Short List is announced. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The interview panel will, in particular, be interested in knowing about the project approach proposed and in meeting the individuals who will act as the primary contacts with the University of Colorado Denver | Anschutz Medical Campus.

C. SCHEDULE

Following is a detailed schedule of events for the RFQ process and an outline of the schedule for the balance of the project.

Advertisement	<u>August 2, 2021</u>
RFQ Document Available	<u>August 2, 2021</u>
Pre-submittal Conference	<u>August 11, 2021 at 9AM</u>
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Anticipated Construction Start/Finish	<u>September 2022</u>

II. SUBMITTAL REQUIREMENTS

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFQ document. **(Note that the primary focus of the prequalification evaluation will be the firm(s) capability and the primary focus of the oral interview will be the proposed Project Management Team members capabilities.)** Following are elements that will be used to evaluate each firm's qualifications:

A. PROJECT TEAM

Identify the project principal, the project manager, key staff and subconsultants. Present a brief discussion regarding how the team's qualifications and experience relate to the specific project.

- Qualifications and relevant individual experience.
- Unique knowledge of key team members relating to the project.
- Experience on projects as a team.
- Key staff involvement in project management and on-site presence.
- Time commitment of key staff.
- Qualifications and relevant subconsultant experience.

B. FIRM/TEAM CAPABILITIES

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated? (e.g., subconsultants' role delineated)?
- Current and projected work load.

Note: Organization charts and graphs depicting your capacity may be included.

C. PRIOR EXPERIENCE

Use this portion of your submittal to describe relevant experiences with the project type described in this RFQ document and various services to be provided.

- Experience of the key staff and firm with projects of similar scope and complexity.
- Demonstrated success on past projects of similar scope and complexity.
- References.

Note: Include the name and current telephone number of the owner's project manager for every project listed.

D. PROJECT APPROACH

For the project and services outlined in the RFQ document, describe how you plan to accomplish the following project control and management issues:

- Budget Methodology/Cost Control.
 - Establish and maintain estimates of probable cost within owner's established budget.
 - Control consultant contract costs
 - Coordinate value engineering activities
- Quality Control Methodology.
 - Insure State procedures are followed
 - Improve energy efficiency through the use of an integrated design process, life cycle costing, the use of an energy standard (current OSA energy code) and the specification of energy efficient materials, systems, and equipment
 - Insure the project is designed for durability and maintainability
- Schedule.
 - Manage the required work to meet the established schedule

E. WORK LOCATION

Describe where the prime and subconsultants will do the key work elements of this project.

- Proximity of firms office as it may affect coordination with the State's project manager and the potential project location.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

Appendix A

STATE BUILDINGS PROGRAM PRELIMINARY SELECTION/EVALUATION FORM ARCHITECT/ENGINEERING/CONSULTANT SERVICES

QUALIFICATION BASED SELECTION (This form is to be used in the first step, i.e. short listing, of an architectural/engineering/consulting services selection process.)

Evaluator #: _____ Date: _____

Name of Firm: _____

Name of Project: Campus Safety and Emergency Preparedness Facility

RFQ REFERENCE

MINIMUM REQUIREMENTS

Y ____ N ____

If the minimum requirements have not been met, specify the reason(s):

Acknowledgment and Attestation included:

Y ____ N ____

SCORE (PROJECT SPECIFIC QUALIFICATIONS):

Weight² x Rating³ = Score

1. PROJECT TEAM¹

- Qualifications and relevant individual experience. 4 x ____ = ____
- Unique knowledge of key team members relating to the project. 4 x ____ = ____
- Experience on projects as a team. 4 x ____ = ____
- Key staff involvement in project management and on-site presence. 3 x ____ = ____
- Time commitment of key staff. 3 x ____ = ____
- Qualifications and relevant subconsultant experience. 4 x ____ = ____

2. FIRM CAPABILITIES¹

- Are the lines of authority and coordination clearly identified? 3 x ____ = ____
- Are essential management functions identified? 3 x ____ = ____
- Are the functions effectively integrated (e.g., subconsultants' roles delineated?) 3 x ____ = ____
- Current and projected work load. 3 x ____ = ____

3. PRIOR EXPERIENCE¹

- Experience of the key staff and firm with projects of similar scope and complexity. 4 x ____ = ____
- Demonstrated success on past projects of similar scope and complexity. 4 x ____ = ____
- References. 3 x ____ = ____

4. PROJECT APPROACH¹

- Budget methodology/cost control.
- Quality control methodology.
- Schedule maintenance methodology.

$$\begin{array}{r} \underline{3} \quad \times \quad \underline{\hspace{1cm}} = \underline{\hspace{1cm}} \\ \underline{3} \quad \times \quad \underline{\hspace{1cm}} = \underline{\hspace{1cm}} \\ \underline{3} \quad \times \quad \underline{\hspace{1cm}} = \underline{\hspace{1cm}} \end{array}$$

5. WORK LOCATION¹

- Proximity of firm's office as it may affect coordination with the state's project manager and the potential project location.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

$$\begin{array}{r} \underline{1} \quad \times \quad \underline{\hspace{1cm}} = \underline{\hspace{1cm}} \\ \underline{1} \quad \times \quad \underline{\hspace{1cm}} = \underline{\hspace{1cm}} \\ \underline{1} \quad \times \quad \underline{\hspace{1cm}} = \underline{\hspace{1cm}} \end{array}$$

TOTAL SCORE: _____⁴

NOTES:

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

Appendix A1

STATE BUILDINGS PROGRAM ORAL INTERVIEW SELECTION/EVALUATION FORM ARCHITECTURAL/ENGINEERING/CONSULTANT SERVICES

QUALIFICATION BASED SELECTION (This form is to be used in the second step, i.e. oral interview, of an architectural/engineering/consulting services selection process.)

Evaluator #: _____ Date: _____
Name of Firm: _____
Name of Project: Campus Safety and Emergency Preparedness Facility

SCORE (OVERALL QUALIFICATIONS)¹:

Weight² x Rating³ = Score

1. PROJECT TEAM ¹	<u>4</u> x _____ = _____
2. TEAM CAPABILITIES ¹	<u>4</u> x _____ = _____
3. PRIOR EXPERIENCE ¹	<u>4</u> x _____ = _____
4. PROJECT APPROACH ¹	<u>4</u> x _____ = _____
5. WORK LOCATION ¹	<u>1</u> x _____ = _____

TOTAL SCORE: _____⁴

NOTES:

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

Appendix A2

STATE BUILDINGS PROGRAM FINAL RANKING MATRIX

QUALIFICATION BASED SELECTION

(This form is to be used separately to rank and determine the most qualified architectural/engineering/consulting services firm for both the preliminary and interview evaluations.)

FIRM	QUALIFICATIONS SCORE ¹						CUMULATIVE ² TOTAL SCORE	RANK ³
Campus Safety and Emergency Preparedness Facility	EVAL #1	EVAL #2	EVAL #3	EVAL #4	EVAL #5	EVAL #6		

NOTES:

1. Insert total score from each evaluator's PRELIMINARY SELECTION AND INTERVIEW SELECTION/EVALUATION FORMS. DO NOT combine scores of the two evaluations.
2. Add all evaluators' total scores to determine the cumulative score. NOTE: Each firm's cumulative total score should be as a percentage of the total points available.
3. Rank all firms with the highest scoring firm being the most qualified.

Appendix B
CONSULTANT CONTRACT

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



**CONSULTANT AGREEMENT
(STATE FORM SC-5.3)**

DEPARTMENT ID:	<u>GFE</u>
CONTRACT ID #:	<u>NA</u>
PROJECT #:	<u>21-124177</u>
PROJECT NAME:	<u>Campus Safety and Emergency Preparedness Facility</u>
VENDOR NAME:	<u></u>

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

**CONSULTANT AGREEMENT
(STATE FORM SC-5.3)**

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EXHIBITS:

- A. Consultant Proposal (including Consultant’s Services Schedule and Insurance Certificates)
- B. Wage Rates Schedule
- C. Certification and Affidavit Regarding Unauthorized Immigrants (State Form UI - 1), (required at contract signing prior to commencing work)
- D. Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections (required only when Article 7.5 Professional Errors and Omissions Liability applies to the professional services being provided)
- E. University of Colorado Denver | Anschutz Medical Campus Supplementary Terms & Conditions for Consultant Agreement
- F. Service-Disabled Veteran-Owned Small Business and Minority/Women Business Enterprise Participation Report.

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

**CONSULTANT AGREEMENT
(STATE FORM SC-5.3)**

Department ID: GFE Contract ID #: NA Project #: 21-124177

1. PARTIES. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the Board of Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver, hereinafter referred to as the Principal Representative, and having its offices at , hereinafter referred to as the Consultant.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Agreement shall not be effective or enforceable until it is approved and signed by the State Controller or its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Consultant for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

RECITALS

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment in Fund Number NA, Account Number NA; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the Principal Representative intends to procure **Commissioning Services for the Campus Safety and Emergency Preparedness Facility** hereinafter called the Project; and

WHEREAS, the Consultant was selected and determined to be the most qualified, and fees negotiated in accordance with the provisions of Section C.R.S. § 24-30-1401, as amended.

WHEREAS, this is a phase one waived contract, waiver number 174 Consultant Agreement for Capital Construction Form (SC-5.3).

NOW THEREFORE, it is hereby agreed that

ARTICLE 1. SCOPE OF WORK

The Consultant, in consideration of State's promises hereinafter made, promises to perform and accomplish all the work and services proposed, and in accordance with the terms and conditions set forth in the scope of work description and proposal dated **Oct 01, 2021**, which documents are attached hereto and made a part hereof by reference as **Exhibit A**, (including the Consultant's Services Schedule). Consultant shall undertake and perform the necessary work and services (as detailed in the Consultant's Services Schedule outlining the required time to perform such work and services and including Principal Representative review times) as is customarily done in the professional practice of Consulting in the community for undertakings of similar character, scope and magnitude.

ARTICLE 2. COMPENSATION

In consideration for the performance of the said work and services including a lump sum price for Reimbursable Expenses if applicable, Principal Representative agrees to pay to Consultant fees and charges not to exceed **Dollars (\$0)**. Payments to the Consultant shall be made monthly based upon Consultant's performance and progress, through a properly executed Application for Payment (SC-7.1). Payments shall be due per C.R.S. § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of the Applications for Payment.

ARTICLE 3. REIMBURSABLE EXPENSE

Reimbursable expenses are in addition to the compensation for said work and services and include actual expenditures made by the consultant and its employees and consultants in the interest of the Project. Pay requests for reimbursable expense shall be submitted with receipts, statements, or other acceptable supporting data. The consultant understands and agrees that a certain dollar amount as enumerated in **EXHIBIT A**, Consultant's Proposal has been established as a maximum amount to be paid for all reimbursable expenses. Reimbursement of travel expenses is to be based on reasonable and necessary travel costs within the limits of State/Federal per diem rates as published in the travel section of the State Controller's Fiscal Rules, Meal and Incidental Per Diem Rates, Appendix A1.

ARTICLE 4. AGREEMENT EXPIRATION

Unless sooner terminated, this Agreement shall remain in effect until the work and services are completed and accepted by the Principal Representative.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 DEFAULT

This Agreement may be terminated by either party upon seven (7) days written notice with copies filed with and the State Controller, should the other party fail substantially to perform in accordance with its terms through no fault of the other.

5.2 TERMINATION FOR CONVENIENCE OF STATE

The performance of the services under this Agreement may be terminated, in whole or from time to time in part, by the State whenever for any reason the Principal Representative shall determine that such termination is in the best interest of the State. Termination of services hereunder shall be affected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of the Notice of Termination, the Consultant shall exercise all reasonable diligence to accomplish the cancellation of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any services terminated by the Notice.

ARTICLE 6. CONSULTANT'S ACCOUNTING RECORDS

Records of the Consultant's Direct Personnel, Consultant, and reimbursable Expense pertaining to this Agreement and records of accounts between the Principal Representative and Consultant shall be kept on a generally recognized accounting basis and shall be available to the Principal Representative at mutually convenient times and extending to three (3) years after final payment under this Agreement.

ARTICLE 7. INSURANCE

7.1 GENERAL

The Consultant shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Consultant shall continue to provide evidence of such coverage to State of Colorado on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Principal Representative and State Buildings Program within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

7.2 COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

This insurance must protect the Consultant from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Consultant or by any Subcontractor under him or anyone directly or indirectly employed by the Consultant or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following coverages shall be included in the CGL:

1. Additional Insured status in favor of the State of Colorado.
2. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
3. A waiver of Subrogation in favor of all Additional Insured parties.

7.3 AUTOMOBILE LIABILITY INSURANCE

Automobile liability insurance and business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

Combined Bodily Injury and Property Damage Liability (Combined Single Limit):	\$1,000,000 each accident
--	---------------------------

Coverages:

Specific waiver of subrogation

7.4 WORKERS COMPENSATION INSURANCE

The Consultant shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the State of Colorado.

The Consultant shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Consultant accepts full liability and responsibility for Subcontractor's employees.

In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Consultant shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected

7.5 PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

(If this contract is for one of the following professional pre-design services such as; geotechnical investigation and reporting, environmental assessment or land surveying or for construction administrative services such as material testing, than the following Professional Errors and Omissions Liability Insurance coverage applies)

The Consultant promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage **or such other minimum coverage as determined by the Principal Representative and approved by the State Buildings Program**. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Consultant shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Consultant, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Consultant shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$250,000	\$500,000
\$1,000,000 to \$4,999,999	\$500,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

ARTICLE 8. SPECIAL PROVISIONS

8.1 CONTROLLER'S APPROVAL. C.R.S. § 24-30-202 (1)

This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

8.2 FUND AVAILABILITY. C.R.S. § 24-30-202(5.5)

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8.3 GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. 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, contained in these statutes.

8.4 INDEPENDENT CONTRACTOR

Consultant shall perform its duties hereunder as an independent contractor and not as an employee. Neither Consultant nor any agent or employee of Consultant shall be deemed to be an

agent or employee of the State. Consultant shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Consultant and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Consultant or any of its agents or employees. Consultant shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Consultant 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 State, and (c) be solely responsible for its acts and those of its employees and agents.**

8.5 COMPLIANCE WITH LAW

Consultant shall 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.

8.6 CHOICE OF LAW, JURISDICTION, AND VENUE

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

8.7 PROHIBITED TERMS

Any term included in this Contract that requires the State to indemnify or hold Consultant harmless; requires the State to agree to binding arbitration; limits Consultant's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of C.R.S. §24-106-109. Any term included in this Contract that limits Consultant's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

8.8 SOFTWARE PIRACY PROHIBITION

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Consultant hereby certifies and warrants that, during the term of this Contract and any extensions, Consultant has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Consultant is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

8.9 EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. C.R.S. § 24-18201 and C.R.S. § 24-50-507

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

8.10 VENDOR OFFSET AND ERRONEOUS PAYMENTS. C.R.S. § 24-30-202 (1) and C.R.S. § 24-30-202.4

State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State Agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in §39-21-101, et seq. C.R.S.; **(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 State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Consultant in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Consultant by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Consultant, or by any other appropriate method for collecting debts owed to the State.

8.11 PUBLIC CONTRACTS FOR SERVICES. C.R.S. § 8-17.5-101

Consultant certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c), Consultant 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 Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, **(b)** shall notify the subcontractor and the contracting State Agency within three days if Consultant has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Consultant participates in the Department program, Consultant shall deliver to the contracting State Agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Consultant has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Consultant fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101 et seq., the contracting State Agency, Institution of Higher Education or political subdivision may terminate this Consultant for breach and, if so terminated, Consultant shall be liable for damages.

8.12 PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. § 24-76.5-101

Consultant, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Consultant **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of C.R.S. § 24-76.5-101 et seq., and **(c)** has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 SUCCESSORS AND ASSIGNS

Except as otherwise provided for herein, Consultant rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts or sub-consultants approved by Consultant or the State are subject to all of the provisions hereof. Consultant shall be solely responsible for all aspects of subcontracting arrangements and performance.

9.2 WAGE RATES, in accordance with C.R.S. § 24-30-1404 (1)

As amended, the Consultant has executed a schedule, which is attached hereto and made a part hereof by reference as **Exhibit B**, Wage Rates Schedule, and by doing so is certifying that wage rates and other factual unit costs supporting the compensation paid by the State for these professional services are accurate, complete and current.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Principal Representative determines the contract price had been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this contract.

9.3 CONTINGENT FEE PROHIBITION, in accordance with C.R.S. § 24-30-1404 (4)

As amended, the Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for him, to solicit or secure this contract, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of this contract.

For breach or violation of this warranty, the Principal Representative shall have the right to terminate this contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, or consideration.

9.4 EXTENT OF AGREEMENT

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

Principal Representative and Consultant understand and agree the attachments and exhibits hereto are and shall be integral parts of this Agreement and the terms and provisions thereof are hereby incorporated, made a part of and shall supplement those recited herein. In the event of any conflict, or variance, the terms and provisions of this printed Agreement shall supersede, govern and control.

9.5 CONSTRUCTION OF LANGUAGE

The language used in this Agreement shall be construed as a whole according to its plain meaning, and not strictly for or against any party.

9.6 SEVERABILITY

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

9.7 SECTION HEADINGS

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

9.8 NO THIRD PARTY BENEFICIARIES

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

9.9 WAIVER

Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

9.10 INDEMNIFICATION

To the extent authorized by law, the Consultant shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney's fees, to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the Consultant, its employees, agents, sub-consultants or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any act or omission of, or breach of contract by, the State, its employees, agents, other Consultants or assignees, or other parties not under the control of or responsible to the Consultant.

9.11 STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Consultant under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this shall apply. Consultant agrees to be governed by and comply with the Colorado Procurement Code or the applicable procurement code for institutions of higher education, regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Consultant performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

9.12 BINDING EFFECT

Except as otherwise provided in 9.1, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

9.13 COUNTERPARTS

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

9.14 MODIFICATION

By the Parties, except as specifically provided in this Agreement, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with the Office of the State Architect.

By Operation of Law, This Agreement is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

9.15 SURVIVAL OF CERTAIN CONTRACT TERMS

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Consultant fails to perform or comply as required.

9.16 TAXES

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under C.R.S. § 39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions may require payment of sales or

use taxes even though the product or service is provided to the State. Consultant shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Consultant for such taxes.

9.17 CORA DISCLOSURE

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under the Colorado Procurement Code or the applicable procurement code for institutions of higher education, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-201, et seq.

SIGNATURE APPROVALS:

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

Project Name/Number: Campus Safety and Emergency Preparedness Facility / 21-124177
Contract ID No.: NA

THE CONSULTANT

STATE OF COLORADO, acting by and through:
the Board of Regents of the University of Colorado, a body
corporate, for and on behalf of the University of Colorado
Denver

Legal Name of Contracting Entity

By: _____
Michael J. Barden, Director of Facilities Projects, or
Mark R. Kennedy, President, University of Colorado

Date: _____

*Signature

APPROVED
DEPARTMENT OF PERSONNEL & ADMINISTRATION
STATE BUILDINGS PROGRAM
State Architect (or authorized Delegate)

By _____
Name (print) Title

By: _____
Todd Akey, Associate Director of Facilities Projects
and State Buildings Delegate

Date: _____

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

C.R.S. § 24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Consultant is not authorized to begin performance until such time. If Consultant begins performing prior thereto, the State of Colorado is not obligated to pay Consultant for such performance or for any goods and/or services provided hereunder.

APPROVED:
STATE OF COLORADO
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____
Amy Gannon, Associate Vice Chancellor for
Financial Services and Controller or Delegate

Date: _____

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

**CONSULTANT AGREEMENT
(STATE FORM SC-5.3)**

EXHIBIT A

CONSULTANT PROPOSAL
(including Consultant Services Schedule and Insurance Certificate)

After signing this document, you must supply your Certificates of Insurance for review before the University of Colorado Anschutz Medical Campus can continue processing this agreement.

Please email your insurance certificates to:

Elaine Rydberg, helen.rydberg@ucdenver.edu

And

Daniel Miro, daniel.miro@cuanschutz.edu

Vendor Initial

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

**CONSULTANT AGREEMENT
(STATE FORM SC-5.3)**

EXHIBIT B

WAGE RATES

SEE EXHIBIT A

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

**CONSULTANT AGREEMENT
(STATE FORM SC-5.3)**

EXHIBIT C

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS (State Form UI - 1), (required at contract signing prior to commencing work)



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

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

Project No./Name: 21-124177 / Campus Safety and Emergency Preparedness Facility

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

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

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
2. The Vendor certifies that it does not now knowingly employ or contract with and unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

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

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

I am a United States citizen, or

I am a Permanent Resident of the United States, or

I am lawfully present in the United States pursuant to Federal law.

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

CERTIFIED and AGREED to this _____ day of _____, 20_____.

VENDOR:

BY:

Signature of Authorized Representative

Title

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

**CONSULTANT AGREEMENT
(STATE FORM SC-5.3)**

EXHIBIT D

**BUILDING CODE COMPLIANCE POLICY: COORDINATION OF APPROVED BUILDING
CODES, PLAN REVIEWS AND BUILDING INSPECTIONS (as applicable)**

See Office of The State Architect website: <https://www.colorado.gov/pacific/osa/bldgcodes>

See University of Colorado Denver | Anschutz Medical Campus website for Guidelines and
Standards for Design and Construction Projects:

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

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

**CONSULTANT AGREEMENT
(STATE FORM SC-5.3)**

EXHIBIT E

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUPPLEMENTARY TERMS & CONDITIONS FOR CONSULTANT AGREEMENT**

Supplementary Terms and Conditions for Consultant Agreement for Consultant Agreement (SC-5.3)

**Board of Regents of the University of Colorado
University of Colorado Denver | Anschutz Medical Campus**

The following Terms and Conditions shall augment or modify this Consultant Agreement.

ARTICLE 7. INSURANCE - Replace Article 7 as follows:

The term University, University of Colorado, University of Colorado Denver, University of Colorado Anschutz Medical Campus, Principal Representative, are the interchangeable for this replacement of article 7.

For purposes of this supplement “Contractor” as used herein shall mean, as appropriate to the State Contract form being used, Architect/Engineer, or Consultant.

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under which 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 sub-consultants 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** – Occurrence Form – ISO CG 0001 or equivalent.

Coverage to include:

- Premises and Operations
- Personal / Advertising Injury
- Products / Completed Operations
- Liability assumed under an Insured Contract (including defense costs)
- Broad Form Property Damage

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **The Regents of the University of Colorado, a Body Corporate are named as Additional Insured** (ISO Form CG 2010, or equivalent). Further, all policies of insurance shall include a Separation of Insureds Clause (Cross Liability).

2. **Automobile Liability**

Bodily Injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this contract.

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
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3. **Workers Compensation and Employers' Liability**

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

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

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 Sole Proprietor Waiver Letter.

4. **Professional Liability (Errors and Omissions) for Contractor**

(Applies to SC-5.3 if contract is for one of the following professional pre-design services such as; geotechnical investigation and reporting, environmental assessment or land surveying or for construction administrative services such as material testing, then the following Professional Errors and Omissions Liability Insurance coverage applies.)

- 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

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. Professional Liability is acceptable on a claims-made basis.
2. On insurance policies where the Principal Representative is named as an additional insured, the Principal Representative shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
3. The Contractor shall provide the Principal Representative a Certificate of Insurance Form evidencing all required coverages, prior to commencing work or entering Principal Representative Premises. Upon request by the Principal Representative, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
4. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
5. **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.
6. Contractor's insurance carrier should possess a minimum A.M. Best's Insurance Guide rating of A- VI.
7. Provide a minimum of 30 days advance written notice to the Principal Representative for cancellation, non-renewal, or material changes to policies required under the contract.
8. 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.

Non-Waiver

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

Mutual Cooperation

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

(Revised 7-21-11)

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.12 STATEWIDE CONTRACT MANAGEMENT SYSTEM and EXHIBIT D CONTRACT MANAGEMENT INFORMATION are not used or required except for ARRA funded projects.

Add the following:

9.19 UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS POLICY ON SEXUAL HARASSMENT

- .1 The Consultant shall vigorously pursue to the greatest extent possible, adherence to the university Policy on Sexual Harassment and also require all employees, and employees of all professional consultants of any kind, working on this project to adhere to this Policy.
- .2 Statement of Policy: It is the policy of the university to maintain the community as a place of work, study, and residence free of sexual harassment or exploitation of students, faculty, staff, and administrators. Sexual harassment is prohibited on campus and in the university programs. The university is committed to taking appropriate action against any of its officials, employees or students who violate the policy prohibiting sexual harassment.
- .3 Definition of Sexual Harassment: For purposes of this Policy, sexual harassment is defined as conduct which is unwelcome and consists of:
 1. sexual advances; 2. requests for sexual favors; or 3. other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic decisions affecting the individual; or when such conduct has the purpose or effect, of unreasonably interfering with an individual's work or academic performance by creating an intimidating, hostile, or offensive working or educational environment.

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

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

9.20. AS-BUILT DRAWINGS / RECORD DRAWINGS (if Applicable)

As-built drawings and record drawings, together with their specifications and auxiliary files, recorded on electronic media, shall conform to the standards found in the Guidelines And Standards For Design And Construction Projects; PART 1.0 - POLICIES PROCEDURES AND RESPONSIBILITIES

- 9.21 The Consultant is required to adhere to the latest University of Colorado Denver | Anschutz Medical Campus Design and Construction Standards - website location: (www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/Pages/GuidelinesStandards.aspx)
- 9.22 All costs and time associated with obtaining a University security badge for employees working on campus shall be borne by the Employer.

EXHIBIT E Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections (incorporated herein by reference (<https://www.colorado.gov/pacific/osa/bldgcodes>))

Exhibit A. Approved State Building Codes - add the following requirements:

The Manual of Guidelines and Standards for Design and Construction Projects (use most current version) - website location:

(www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/Pages/GuidelinesStandards.aspx)

NIH (use of most current edition); ANSI/AIHA Z9 Accredited Standards Committee available at <http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx>, Laboratory Ventilation last updated 2003; ANSI/AIHA Z9.6-2008 Exhaust systems for Grinding, Buffing and Polishing; etc.

Health and Safety Standards for Ventilation Systems;

Biomedical and Animal Research Facilities Design Policies and Guidelines, National Institutes of Health, Aug 2010 and subsequent published revisions; Available at <http://orf.od.nih.gov/PoliciesAndGuidelines/>;

Biosafety in Microbiological and Biomedical Laboratories (BMBL, 5th edition, 2009);

ILAR Guide for the Care and Use of Laboratory Animals (8th ed, 2011); International Building Code (IBC);

IH Guidelines for Research Involving Recombinant DNA Molecules (NIH Guidelines);

Uniform Federal Accessibility Standards (UFAS); other guidance to consider:

Guidelines for Design and Construction of Hospital and Healthcare Facilities, 2010, (formerly known as "AIA Guidelines"); ANSI/ASHRAE/ASHE Standard 170: Ventilation of Health Care Facilities

Colorado Rules and Regulations pertaining to Radiation Control, 6 CCR 1007 Part 1-20.

The latest edition of the Life Safety Code (NFPA 101) (use most restrictive interpretation where it conflicts with the IBC).

AIHA American Standard for Laboratory Ventilation ANSI/AIHA Z9.5-1992.

Last edition of "Guide for Care and Use of Laboratory Animals."

UCD Campus Standard Biosafety Level (BL3) Construction Standards.

The National Fire Protection Standards, 45, 72 latest addition.

City of Aurora Asphalt and Paving Standards (latest edition).

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

**CONSULTANT AGREEMENT
(STATE FORM SC-5.3)**

EXHIBIT F

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



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

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

Project No./Name: 21-124177 / Campus Safety and Emergency Preparedness Facility

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

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

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

ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR

Legal Name of Contracting Entity

*Signature

By: _____
Name (print) Title

Date: _____

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

III. REQUIREMENTS

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

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

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

- D. The University of Colorado Denver | Anschutz Medical Campus does not have a certification process for nor does it require MBE's and WBE's to be certified.
- E. The percentages of service-disabled veteran, minority and women-owned business participation will be determined by dollar value of the work subcontracted to or joint ventured with service-disabled veteran, minority, and women-owned firms, as compared to the total dollar value of the bid amount for all work bid under this contract.
- F. Prior to the award of this contract, the contractor will be required to provide to the Principal Representative a list of SDV/M/WBE enterprises, stipulating the dollar amount of each subcontract or supplier of materials on page 2 of this Service-Disabled Veteran, Minority and Women Business Enterprises Participation Report.
- G. The contractor will retain records and documents showing the level of participation for two years following completion of this contract. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by an authorized representative of the Principal Representative, or its designated representatives, and will be submitted to such representatives upon written request.

ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR:

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

Total Contract Amount: \$ 0

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

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

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

Appendix C

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

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

Project No./Name: 21-124177 / Campus Safety and Emergency Preparedness Facility

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

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

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
2. The Vendor certifies that it does not now knowingly employ or contract with and unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

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

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

I am a United States citizen, or

I am a Permanent Resident of the United States, or

I am lawfully present in the United States pursuant to Federal law.

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

CERTIFIED and AGREED to this _____ day of _____, 20_____.

VENDOR:

BY:

Signature of Authorized Representative

Title

