

**STATE OF COLORADO
STATE BUILDINGS PROGRAMS**



**REQUEST FOR PROPOSALS
FOR
DESIGN / BUILD SERVICES**

University of Colorado at Boulder

Notice 08-40

**Folsom Stadium –Fencing and Monuments
Project Number: PR003428**

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REQUEST FOR PROPOSALS FOR DESIGN / BUILD SERVICES

TABLE OF CONTENTS

I.	GENERAL INFORMATION	
A.	Introduction	3
B.	Intent	3
C.	Statement of Work	4
II.	GUIDELINES FOR SUBMITTALS	
A.	Schedule	5
B.	Clarifications	6
C.	General Information	7
D.	Submittals	7
III.	SELECTION PROCESS	
A.	Firm and Project Qualifications	7
B.	Technical (Design) / Cost Proposals	7
C.	Method of Selection and Award	14
IV.	EVALUATION CRITERIA	
	GENERAL QUALIFICATIONS	
A.	Firm's Organization, Staffing, Location	14
B.	Prior Experience/Performance	14
C.	Project Background/Success	15
D.	References	15
E.	Miscellaneous Considerations	16
	PROJECT QUALIFICATIONS	
A.	Project Organization, Staffing, Location	16
B.	Project Approach	16
C.	Specific Staff Experience/Performance	16
D.	References	16
E.	Miscellaneous Considerations	17
	TECHNICAL (DESIGN) / COST PROPOSAL QUALIFICATIONS	
A.	Project Staffing	17
B.	Project Approach	17
C.	Design Proposal	17
D.	Miscellaneous	18
E.	Cost Proposal	18
V.	MINORITY/WOMEN BUSINESS (M/WBE) PARTICIPATION	18

VI. D/B AGREEMENT INFORMATION	18
VII. ACKNOWLEDGMENT AND ATTESTATION	18
VIII. COST PROPOSAL FORM	19
ACKNOWLEDGEMENT AND ATTESTATION FORMS	20-23
COST PROPOSAL FORM	24
ALTERNATE PRICE FORM.....	25
BID BOND.....	26

APPENDICES:

Appendix A: General Qualifications Evaluation Form

Appendix A1: Final Ranking Matrix

Appendix B: Draft – Design / Build Agreement (Sample)

Appendix C: General Conditions of the Contract

Appendix D: Technical (Design) Criteria

Appendix E: Minority/Women Business Enterprise Participation Report

Appendix F: UCB - Campus w/ Project Site

Appendix G: Drawings: C1, C2, E1, S1

Appendix H: Stone Specifications

Appendix I: Division 1

**DESIGN / BUILD SERVICES
REQUEST FOR PROPOSAL
UNIVERSITY OF COLORADO AT BOULDER**

I. GENERAL INFORMATION

A. INTRODUCTION

The University of Colorado at Boulder seeks a Design Build Entity (D/B) for design and installation of a removable aluminum fence to be located at Folsom Stadium, and bids for installation of eight stone monuments to be built on the stadium plaza. The aesthetic design of the fence will match the existing fence at Franklin Field. The stone monuments will match the University campus building vernacular and will mark the south west and south east entrances to the stadium. The fence panels will be removable to provide safety for guests attending events at the stadium.

The selected Design Build Entity (D/B) is required to provide all necessary design and construction services in accordance with State statutes and as indicated in the RFP.

A sample copy of the Design / Build Agreement is contained within the RFP. Specified lump sum prices are required upon presentation of the Technical (Design)/Cost Proposal.

B. INTENT

The Design / Build method of project delivery has been selected in an attempt to contract with knowledgeable and creative firms that can provide the design and construction of the fence panels and queuing panels either directly or in collaboration with manufacturers of these types of structures.

UCB intends to select a Design Build Entity (D/B) who will design and construct the project as described within. The process to be used in the selection of a (D/B) is described in detail in Section III, SELECTION PROCESS. In summary, responses to the RFP will be evaluated by a panel(s) of individuals who will be involved in the project and/or understand the required services associated with Design / Build. Qualifications, Technical (Design) and cost will be considered in the final ranking of firms.

As indicated, the UCB will utilize Design / Build Services for construction of the project as described within.

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

1. Be a licensed general contractor in Colorado.
2. Provide Design / Build services within the last five (5) years for at least two projects in excess of \$500,000.00 construction cost, utilizing the expertise available through their Colorado office.
3. Demonstrate specific Design / Build experience in other project types of similar scale and complexity.

4. Demonstrate a bonding capability up to \$500,000.00 for an individual project coincidentally with current and anticipated workloads and provide letter from surety that affirms this capability.

C. STATEMENT OF WORK

The Design Build Entity (D/B) is expected to provide design and construction services generally consistent with those performed by the Design / Build construction community except as superseded by the State's standard Design / Build Agreement as contained within as Appendix B.

A Design Development and Construction Document approval process will be used subsequent to acceptance of a Technical (Design) / Cost proposal. During the pre-construction/design phase, the Design Build Entity (D/B) shall provide required documents and will utilize their skills and knowledge of design and construction to manage the Design Development and Construction Documents process, and provide pre-construction services (i.e., arrange for design review and approval by UCB, arrange for subcontracts, bonding, arrange for the procurement of labor and materials, develop a detailed project schedule, etc.).

It will be the responsibility of the design-build entity to provide the necessary services/work which includes but are not limited to the following:

1. Prepare a complete project design and provide all required services in accordance with the project plan, this RFP, and all applicable codes and regulations.
2. Provide all design and construction services to implement the goals of the project, including but not limited to architectural, civil, electrical, structural, and any specialty design consultants as required; construction services including supervision, subcontracting, scheduling, administration, and management.
3. Oversee and perform the complete design and construction processes.
4. Develop and update schedules.
5. Coordinate/communicate the activities of the D/B throughout the design and construction processes.
6. Design and Build the project for a lump sum price.

II. GUIDELINE FOR SUBMITTALS

A. SCHEDULE

1. The overall schedule is as follows:

FIRST Advertisement	09/18/08
SECOND Advertisement	09/25/08
RFP Document Release	09/25/08
Mandatory Pre-submittal Meeting	09/26/08 11:00 AM Meet at Stadium Plaza Buffalo Sculpture
Written Requests for Clarifications Due	10/09/08
Clarification Responses Issued	10/14/08
Qualifications, Technical (Design) / Cost Proposals Due	10/20/08 4:00 PM
Review Qualifications, Technical (Design) / Cost Proposals by Bldg. Committee	10/2/108
D/B Selection Announced	10/27/08

2. Submittals shall be received no later than **Monday, October 20, 2008 at 4:00 PM MDT**, at the following address:

**Department of Facilities Management
1540 30th Street, 3rd Floor Reception Desk
453 UCB
Boulder, CO 80303
Attention: Richelle Reilly**

NOTE: Submittals through U.S. Postal Mail should use the campus box number, 453 UCB, rather than the street address.

B. CLARIFICATIONS

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

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

2. Respondent initiated requests for clarification will be received any time prior to **Thursday, October 9, 2008, 4:00 PM MDT**. Facsimile transmission is an acceptable means of correspondence in this matter. Requests for clarification shall be sent by e-mail to: rreilly@colorado.edu. All Owner responses will be issued by written addenda and sent out via e-mail and posted on the following web site:
<http://www.colorado.edu/facilitiesmanagement/pdc/construction/open.html>
on or before **Tuesday, October 14, 2008, 4:00 PM MDT**.
3. Requests for clarification shall be accompanied with statements that the respondent meets the minimum requirements specified in this RFP.

C. GENERAL INFORMATION

1. All respondents accept the conditions of this RFP, including, but not limited to, the following:
 - a. All Submittals and Proposals shall become the property of the UCB and will not be returned.
 - b. Late Submittals and Proposals shall not be evaluated.
 - c. Any restriction as to the use of submitted materials must be clearly indicated as proprietary. The requested limitation or prohibition of use or release shall be identified in writing on a cover sheet. Blanket claims of proprietary submittals will not be honored.
 - d. The UCB reserves the right to reject any or all Submittals or Technical (Design) / Cost Proposals on the basis of being unresponsive to this RFP or for failure to disclose requested information. The UCB reserves the right to accept or reject any and all proposals if it considers it in its interest to do so and to reject the proposals of any respondent who it considers to be unresponsive or not to be in a position to perform the Contract.

Respondents agree, by submitting a proposal, that their Design or Cost Proposal may be rejected separately or in whole by the Committee at anytime during the evaluation process. By

submitting a proposal for this project, the respondent agrees to the evaluation process and further agrees not to object to or make any claim against the Agency/Owner based on the rejection of its Proposal or the results of the evaluation process.

- e. The UCB shall not be liable for any costs incurred by respondents in the preparation of submittals and proposals nor in costs related to any element of the selection and contract negotiation process.
- f. The respondent has reviewed Appendix B and by responding has agreed that the terms and conditions of the sample Design / Build Agreement, as further described in VI, A through D, are expressly workable without reservation.

D. SUBMITTALS

- 1. Respondent must comply with the following items, a. through e. The UCB retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the UCB.
 - a. Submit three (3) complete copies of all material.
 - b. Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence of the Evaluation Forms, Appendix A and A1. Additional information, if provided, shall appear at the end of the submittal under its own tab(s).
 - c. Response to all items shall be complete.
 - d. All references shall be current and relevant.
 - e. Complete and execute the appropriate Acknowledgment and Attestation Form.

III SELECTION PROCESS

A. FIRM and PROJECT QUALIFICATIONS

- 1. From the submittals received, qualified respondents shall be evaluated identified using the scoring indicated on the enclosed Evaluation Forms, Appendix A and A1.
- 2. Qualifications will equal twenty (20) percent of firms final ranking.
- 3. Firms failing to meet the minimum required qualifications will not receive further consideration.

B. TECHNICAL (DESIGN) / COST PROPOSALS

1. All interested firms are required to submit a Technical (Design) / Cost Proposal. (Three (3) copies are required to be presented on the date scheduled for Technical (Design) / Cost Proposal Evaluations. See II.A, Schedule.) The State of Colorado assumes no liability or responsibility for any costs incurred by any respondent associated with the submittal or selection process.
2. From the proposals received, respondents shall be scored and ranked using the scoring indicated on the enclosed Evaluation Form, Appendix A1.

Technical (Design) for the fencing panel system shall equal fifty (50) percent of the firm's final ranking.

The Cost Proposals will then be considered at thirty (30) percent in conjunction with the qualitative score from the Technical and qualifications scores.

3. Cost Proposals shall be submitted on the form provided in Section VIII, without modification. Modifications or changes to the Cost Proposal Form are prohibited. The Cost Proposal should be prepared independently in accordance with the following:
 - a. Any specific services requested in the RFP and its appendices that are not included should be clearly identified. Exclusion of any required service may result in the Proposal being found non-responsive.
 - b. The UCB reserves the right to reject any Technical (Design) / Cost Proposal not prepared in the above manner. Proposals that exceed the available funds may be rejected outright but the UCB reserves the right to negotiate a reasonable cost for the project within the available funds. The Design / Build Contract will be a bonded lump sum contract; some allowances and alternates may be included if requested.
 - c. The Cost Proposal shall include a Cost Proposal Guarantee and must be accompanied by a Bid Bond on State Buildings Programs Bid Bond Form Sc-6.14 in an amount not less than 5% of the total Bid (Cost Proposal). The Bid Bond may also be (1) a cashier's check or (2) a certified check made payable to the University of Colorado in an amount not less than 5% of the total Bid. The Bid Bond is submitted as a guaranty that the Bid will be maintained in full force and effect for a period of thirty (30) days after the opening of the Bids (Cost Proposal) for the project.
4. Technical (Design) Proposals shall consist of a graphic and written response to this RFP and include all information found in the Technical (Design) / Build Criteria.
 - a. Submit drawings, specifications, and other information to fully and completely describe the proposal's compliance with the RFP including the Design / Build Criteria.

- b. Submit three (3) full size sets of Drawings and three (3) copies of Specifications and other information to accompany the Cost Proposal.
- c. **SPECIFICATIONS & WRITTEN NARRATIVE**
The following minimum data shall be included as part of the proposal.
 - 1). Outline Specifications arranged in CSI format
 - 2). Describe the quality of materials and construction finishes. Include product literature where applicable.
 - 3). Indicate clearly where the level of quality of materials provided exceeds the minimum requirement established by the Design Criteria so that information can be considered in the evaluation.
- d. **DRAWINGS**
The following minimum drawings shall be included as part of the proposals: use 24" x 36" (max.) sheets.
 - 1). Fence Panel Elevations
All typical elevations at 1/2" scale (minimum).
 - 2). Details
Details of proposed panel connections showing pivot or rolling hardware, sleeves and threaded caps shown at 1'-1'-0" scale (minimum).
 - 3). Other Drawings
Other and more detailed drawings may be required for design after contract award; as defined in the D/B Agreement.
- e. **SCHEDULE**
 - 1). Include a statement stipulating dates of substantial completion and final completion (punchlist complete).
- f. **MITIGATION OF CONSTRUCTION IMPACTS ON OCCUPANTS OF SURROUNDING BUILDINGS AND FIELDS.**
Include plans, drawings, personnel schedules, proposed methodologies and protocols for the mitigation of construction impacts on the occupants.
- g. **OTHER**
Include any supplemental information required by the RFP or beneficial in fully and completely explaining your Design Proposal.

- 75. This Technical (Design) / Cost Proposal is a binding offer to perform the services associated with the Statement of Work described in this RFP. Acknowledgement of this condition shall be indicated by the autographic signature of the respondent or an officer of the respondent legally authorized to execute contractual obligations. A submission in response

to this RFP acknowledges acceptance by the respondent of all terms and conditions including compensation, as set forth herein. A respondent shall identify clearly and thoroughly any variations between its proposal and the State's RFP. Failure to do so shall be deemed a waiver of rights to subsequently modify the terms of performance, except as outlined or specified in the RFP. The UCB, however, at its sole discretion reserves the right to negotiate a cost adjustment based on scope clarification subsequent to selection and prior to contract execution.

6. Withdrawal of Technical (Design) / Cost Proposal due to Error:

A respondent may withdraw the entire proposal from consideration due solely to a mistake in the respondent's good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the Cost Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The respondent shall submit to the Director of Planning, Design and Construction Facilities Management at the University of Colorado at Boulder the respondent's sealed original work papers, documents and materials used in the preparation of the Cost proposal within 24 hours after the date and time fixed for submission of proposals. The work papers shall be delivered by the respondent in person or by registered mail. The respondent shall have twenty-four hours after the time fixed for presentation of proposals within which to submit to the Committee a claim in writing of any mistake as defined herein and withdraw his entire proposal (design and Cost). Such mistake shall be proven only from the original work papers, documents and materials delivered as required herein.

No proposal may be written under this section when the result would be the awarding of the Contract on another proposal of the same respondent or to any other respondent in which a participant of the respondent claiming error is also a participant or in which the respondent claiming error or any part therein has more than 5% financial interest.

No respondent or participant of the respondent which is permitted to withdraw a proposal shall, for compensation, supply any material, labor, or design services to or perform any subcontract or other work agreement for the person or firm to who the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

If the Committee denies the withdrawal of a proposal under the provisions of this section, it shall notify the respondent in writing, stating the reasons for the Committee's decision.

7. Acceptance of Proposal Content: The contents of the proposal (including persons specified to implement the project) of the successful respondent will become contractual obligations if acquisition action ensues. Failure of the successful respondent to accept these obligations in a contract; purchase document, delivery order or similar acquisition instrument may result in cancellation of the award and such respondent may be removed from future solicitations.

8. Standard Contract: The State of Colorado will incorporate standard State contract provisions (Special Provisions) into any contract resulting from this RFP. The General Conditions of the Contract for Design Build will be used.
9. RFP Cancellation: The State reserves the right to cancel this Request for Proposal at any time, without penalty.
10. State Ownership Of Contract Products/Services: Proposals, upon established opening time, become the property of the State of Colorado. The contents of the successful respondent's proposal will become contractual obligations.
11. Incurring Costs: The State of Colorado is not liable for any cost incurred by respondents prior to issuance of a legally executed contract or procurement document. No property interest, of any nature shall occur until a contract is awarded and signed by all concerned parties.
12. Minority-Owned/Women-Owned Business Enterprise Participation: It is the general policy of the State of Colorado to be as inclusive as possible to all member communities when spending the taxpayer's dollars. Respondents are reminded it is illegal to discriminate. A successful respondent must complete a vendor MBE/WBE participation status form, before a contract can be finalized.
13. Non-Discrimination: The respondent shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.
14. Rejection Of Proposals: The State of Colorado reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the State of Colorado. UCB also reserves the right to reject the proposals of any respondent who it considers not to be in a position to perform the Contract.
15. Parent Company: If a respondent is owned or controlled by a parent company, the name, main office address and parent company's tax identification number shall be provided in the proposal.
16. News Releases: News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the University.
17. Contract Cancellation: The State reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the Contractor.
18. Taxes: The State of Colorado, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code: (Registration No. 84-730123K) and from all state and local government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114 (a)). Our

Colorado State and Local Sales Tax Exemption Number is 98-02565. Seller is hereby notified that when materials are purchased in certain political sub-divisions (for example – City of Denver) the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado Boulder use tax.

19. Assignment and Delegation: Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.
20. Availability of Funds: 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. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the State of Colorado.
21. Independent Design-Build Entity Clause: All personal service contracts must contain the following clause: “The Design-Build Entity shall perform its duties hereunder as an independent Design-Build Entity and not as an employee. Neither the Design-Build Entity nor any agent or employee of the Design-Build Entity shall be or shall be deemed to be an agent or employee of the state. Design-Build Entity shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force worker’s compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Design-Build Entity, its employees and agents”.
22. Indemnification: To the extent authorized by law, the Design-Build Entity 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 fees incurred as a result of any act or omission by the Design-Build Entity or its employees, agents, sub-Design-Build Entities, or assignees pursuant to the terms of the contract resulting this RFP.
23. Venue: The laws of the State of Colorado, USA shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.

24. Certification of Independent Price Determination: By submission of this proposal each respondent certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening, directly or indirectly to any other respondent or to any competitor, and
- c. No attempt has been made or will be made by the respondent to induce any other person or team to submit or not to submit a proposal for the proposal of restricting competition.

Each person signing the Cost Proposal Form of this proposal certifies that:

- 1). They are the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein and that they have not participated, and will not participate, in any action contrary to (a) through (c) above; or
- 2). They are the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) through (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (a) through (c) above.
- 3). A proposal will not be considered for award where (a) or (c) above has been deleted or modified. Where (b) above has been deleted or modified, the proposal will not be considered for award unless the respondent furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

25. All Owner responses or changes to this RFP concerning the Technical (Design) / Cost Proposal will be issued by written addenda and sent out via e-mail and posted on the following web site on or before **Tuesday, October 14, 2008 4:00 PM MDT.**

C. METHOD OF SELECTION AND AWARD

The UCB shall complete a combined evaluation of qualifications and the Technical (Design) / Cost Proposal using the enclosed Evaluation Form Appendix A3. Numerical ranking and selection of the most qualified firm (including cost) will then occur.

The final cost amount and scope of work may be negotiated at the UCB's discretion. Award and contract will be contingent on deliverability of key proposed staff.

IV. EVALUATION CRITERIA

GENERAL QUALIFICATIONS

A. FIRM'S ORGANIZATION, STAFFING, LOCATION

1. Provide information about the organization with the following:
 - a. A graphic depiction of the organization's structure indicating ownership, management, and staff structure. Indicate all current office locations.
 - b. Indicate depth of organization's staff, numbers, and expertise.

Current workloads that would indicate capabilities to perform a project of the indicated size and type. Specific in-house capabilities or services of particular relevance to the project as indicated. Clearly indicate the current workloads of the Colorado office. Include the project(s) name(s), the services(s) being provided, the percent complete, and the estimated amount of time to complete those projects. Set this information in the context of total available resources of the Colorado office.

- c. Description and relationship of all major design or construction sub-contractors, or suppliers where arrangements have already been established to participate on this project. Indicate qualifications and areas of expertise.

B. FIRM'S PRIOR EXPERIENCE/PERFORMANCE

1. Provide a list of the organization's and major sub contractors' previous experience most relevant to this project with owner and architect references for each. UCB may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked.

C. FIRM'S BACKGROUND/SUCCESS

Select your three (3) most relevant projects, completed within the last 5 years, and provide, at a minimum, the following:

- the project/contract name
- description of services provided
- overall construction cost of project, as applicable, including initial contract value and change orders including reasons for change orders
- key assigned in-house staff (name and title)
- subcontracts (service) used in the performance of the contract
- schedule history
- references for Owner and Architect as described in .D below.
- continuing services, if any
- project safety record

1. Timeliness

In general, Design / Build work is seen as successful if it is on time, on budget, and of acceptable quality. Timeliness is generally based on completion by the originally published date and is indicated by a Certificate of Occupancy. Please demonstrate for each of the above projects how timely delivery occurred.

2. Budget Considerations

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

- a. conceptual estimating
- b. alternate solutions
- c. scope reduction that maintains project function

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

3. Services Disruption

Demonstrate how your services on the above project examples dealt with issues of disruption of occupants or surrounding occupied buildings regarding utilities, access, noise, dust, etc.

D. FIRM'S REFERENCES

1. All references submitted shall be current for projects listed in .B and .C preceding. Provide Owner and Architect references. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of September 1, 2008.

E. FIRM'S MISCELLANEOUS CONSIDERATIONS

1. Compliance with Laws and Regulations / Claims / Litigation

Provide information for the last five (5) years on any charges or violations of law and regulations, litigation, and claims (including pending and anticipated claims). Explain the issue and outcome or anticipated outcome.

2. Other

This category is included for other items presented by the respondent. Inclusions may include standard firm promotional literature, testimonials, awards, corporate memberships in professional organizations or sponsorships, additional project/contract histories, etc.

PROJECT QUALIFICATIONS

A. PROJECT ORGANIZATION, STAFFING, AND LOCATION

1. Provide a project plan which includes a description of the following:

- a. A separate graphic organizational structure complete with working titles for each proposed individual, job descriptions, responsibilities, and authority for each working title.
- b. List of sub-contractors & other consultants to be used on project.

B. PROJECT APPROACH

1. Provide a strategic project approach summary.

- a. Discuss your firm's approach in providing successful Design / Build services based on prior experience including cost, schedule and quality effectiveness
- b. Describe your environmental program (such as use of recycled materials, hazardous waste reduction, etc.

C. PROJECT STAFF EXPERIENCE/PERFORMANCE

1. Provide a list of previous experience relevant to this project, with owner and architect references for the three (3) most recent projects. UCB may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked.

D. PROJECT STAFF REFERENCES

1. All references submitted shall be current for projects listed in .C preceding. Provide Owner and Architect references. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of September 1, 2008.

E. PROJECT MISCELLANEOUS CONSIDERATIONS

1. Other

This category is included for other items presented by the respondent. Inclusions may include unique qualifications of proposed staff, sub contractors, or verification to deliver design/cost benefits, etc.

TECHNICAL (DESIGN) / COST PROPOSAL QUALIFICATIONS

A. PROJECT STAFFING

1. Provide a project specific staffing plan.

- a. Identify and confirm all key design and construction staff that shall be committed to work on the project. Describe specific roles and responsibilities of each. Indicate week by week schedule.
- b. Identify plan for project communications during design and the individuals that will manage the process.
- c. List names of all sub contractors. Identify project managers, superintendents, and foreman of major sub contractors.

B. PROJECT APPROACH

1. Provide a detailed design and construction schedule.

- a. Indicate design and construction tasks, sequence, and schedule including any anticipated meetings with the Building Committee, communications with UCB staff, and dates for key approvals.
- b. Provide a site management plan showing how parking, material deliveries, staging areas, refuse removal, noise, and safety issues will be managed.

C. DESIGN PROPOSAL – Removable Panels and Queuing Lines

1. Design proposals will be reviewed for compliance with the intent and all requirements of the RFP (Reference section III) and Technical (Design) Criteria document. Consideration will be given to thorough, complete, and comprehensive proposals that provide information beyond the minimum required.

D. MISCELLANEOUS

1. This category is included for other items presented by the respondent. Inclusions may include unique design/cost benefits, etc.

E. COST PROPOSAL

1. Reference Appendix A2 "EXAMPLE", and Technical (Design) Criteria.

V. MINORITY AND WOMEN BUSINESS ENTERPRISE (MBE / WBE) PARTICIPATION

It is the general policy of the State of Colorado to be as inclusive as possible to all member communities when spending taxpayer dollars. The selected Design / Build entity is requested to complete the Minority / Women Business Enterprise Participation Report (See Appendix C).

VI. D/B AGREEMENT INFORMATION

- A.** Carefully review the D/B Agreement sample (Appendix B) before initiating your response submittal. Any exceptions to the agreement must be communicated formally in accordance with the written questions schedule in II.B.
- B.** The UCB reserves the right to make non-material changes to the appended model agreement, including additions and /or modifications that may be necessary to more completely describe the services defined or implied herein.
- C.** The provisions of the RFP and the proposals and other information submitted in connection with the RFP, will be incorporated and made a part of the D/B contract, which provides remedies, including termination for default, with respect to the failure of a contractor to comply with the terms and provisions of the contract with the University of Colorado.
- D.** Any and all products, systems, methods, and procedures developed, as a result of this agreement shall remain the exclusive property of the UCB.

VII. ACKNOWLEDGEMENT AND ATTESTATION

- A.** Several versions of the Acknowledgment and Attestation Form follow this section. Proper completion of the appropriate form is a mandatory requirement for a respondent to be considered responsive to this RFP.
- B.** Qualifications made by a respondent in executing this form may render a submittal non-responsive as determined by the UCB.

VIII. COST PROPOSAL FORM

- A.** Immediately following the Acknowledgment and Attestation Form is a Cost Proposal Form to be utilized to summarize the cost proposal for the Design / Build services.
- B.** This RFP document, it's Appendices, and any written addenda issued prior to the submittal of proposals, shall serve as the only basis for proposals.
- C.** The respondent, by submitting this proposal, does hereby accept that minor changes by the UCB to the exhibited contract and its exhibits, which do not adversely affect the respondent, shall not be cause for withdrawal or modification of the amounts submitted herein. Exceptions to the RFP documents and/or modification of the proposal may render the proposal non-responsive.
- D.** Upon due consideration and review of this document along with its appendices and written addenda, the respondent does hereby submit the following proposal for Design / Build services, consistent with the schedules provided in the Statement of Work. Respondents are hereby advised that it is the UCB's desire to accelerate design and construction schedules where reasonably possible, without adverse cost impact.
- E.** Respondent should complete the Cost Proposal Form by filling in all blanks on the form that follows.

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

Date: _____

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Design / Build Sample Agreement, and its Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification.

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

Subscribed on _____ at _____
Date City

_____, State of _____
County State

1) _____
Partner Signature

Typed Name: _____

2) _____
Partner Signature

Typed Name: _____

Notary: _____ Date _____

Commission Expires: _____

Note: Add additional signature if there are more than two partners.

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

Date: _____

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Design / Build Sample Agreement, and its Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification.

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

Subscribed on _____ at _____,
Date City
 _____, State of _____
County State

1) _____
 Venture Partner Binding Signature Date

 Type of Business Typed Name: _____
Title: _____

 Witness Date
 Typed Name: _____

2) _____
 Venture Partner Binding Signature Date

 Type of Business Typed Name: _____
Title: _____

 Witness Date
 Typed Name: _____

Note:

1. Add additional venture partners as necessary.
2. Witnesses of venture partners shall be corporate secretary for corporations, partners for partnerships, and notaries for sole proprietorships.
3. Attach venture agreement
4. Type of business shall identify the venture partner as a corporation, venture, partnership, sole proprietorship, or other legal entity.

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

Date: _____

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Design / Build Sample Agreement, and its Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification.

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

Subscribed on _____ at _____,
Date City

_____, State of _____
County State

Corporate Officer Signature Date

Secretary Date

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

(SEAL)

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

Date: _____

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Design / Build Sample Agreement, and its Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification.

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

Subscribed on _____ at _____,
Date City

_____, State of _____.
County State

Respondent Date

Typed Name: _____

Notary: _____
Date

Commission Expires: _____

COST PROPOSAL FORM

University of Colorado at Boulder

Base Cost Proposal: - Fence & Queuing Lines

	<u>Amount</u>	<u>DOLLARS (\$)</u>
PROJECT NO. <u>PR003428</u>	Alternates and Unit Price Cost proposal Form Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
PROJECT TITLE: <u>Stadium Fence/Monuments</u>	Receipt of Addenda Nos. _____	Is Acknowledged
	Time of Completion _____	(calendar days)
	IF APPLICABLE:	
	Time Period from Substantial Completion to Final Acceptance	(calendar days)

- COST PROPOSAL:** Pursuant to the advertisement by the State of Colorado dated September 18 & September 25, 2008, the undersigned offeror 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 RFP, including the Design / Build Criteria, and the Technical (Design) / Cost Proposal for the work and for the Base Cost Proposal indicated above. Proposals should include all taxes that are applicable.
- EXAMINATION OF DOCUMENTS AND SITE:** The offeror has carefully examined the RFP, including the Design / Build Criteria, 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.
- PARTIES INTERESTED IN PROPOSAL:** The offeror hereby certifies that the only persons or parties interested in this Proposal are those named herein, and that no other offeror or prospective offeror has given any information concerning this Proposal.
- COST GUARANTEE:** This Cost Proposal is accompanied by the required Cost Proposal Guarantee. You are authorized to hold said Guarantee for a period of not more than thirty (30) days after the opening of the proposals for the work above indicated, unless the undersigned offeror is awarded the Contract, within said period, in which event the Director, State Buildings Programs, may retain said Cost Proposal Guarantee, until the undersigned offeror has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance.
- TIME OF COMPLETION:** The offeror agrees to achieve substantial completion of the entire project within the number of calendar days entered above, and if applicable, further agrees that the period between the date of substantial completion and the date of final acceptance will not exceed the number of calendar days noted above. If awarded this work, the offeror agrees to begin work within ten (10) days from the date of the Notice to Proceed subject to Article 49, 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 offeror represents that Article 1 of the Design / Build Agreement has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.
- EXECUTION OF DOCUMENTS:** The offeror understands that if this Proposal is accepted, he must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of the Notice of Award, and that the offeror will be required to sign to acknowledge and accept the RFP, including the Design/ Build Criteria.
- ALTERNATES and UNIT PRICING:** Alternate and Unit Pricing shall be recorded on the Alternate and Unit Pricing Form. The offeror understands that Alternates modifying the Work and their corresponding price adjustments, and approved changes in the Work where Unit Prices apply shall be determined at the sole discretion of the State.
- The right is reserved to waive informalities and to reject any and all Bids.**

(TYPE/PRINT NAME UNDER ALL SIGNATURES)

Dated this ____ day of _____, 2006

(Corporate Seal)

THE OFFEROR:

ATTEST _____

Address and Phone No.

Secretary

By: _____

SIGNATURES: If the Proposal is being submitted by a Corporation, the Proposal should 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 a sole proprietorship or a partnership is submitting the Proposal, the proposal shall so indicate and be properly signed.



Folsom Stadium - Removable Fence and Monuments

A. ALTERNATES:

Add Alternate No. 1 – Reference Sheet C1 and C2. Provide four (4) stone monuments at southwest area of Stadium as shown on drawings. Include cost to run conduit from Stadium to monuments as per drawings.

_____ DOLLARS (\$ _____)

Amount must be spelled out as well as numerically written.

Add Alternate No. 2 – Reference Sheet C1 and C2. Provide four (4) stone monuments at area southeast of the Stadium as shown on drawings. Include cost to run conduit from Stadium to monuments as per drawings.

_____ DOLLARS (\$ _____)

Amount must be spelled out as well as numerically written.

END



STATE OF COLORADO

Bid Bond

PROJECT NO. _____

PROJECT:

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 ands _____

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, and Certificates of Insurance, 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., 2008.

(Corporate Seal)

THE PRINCIPAL

Address _____

ATTEST:

By _____

Secretary

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 _____

Secretary

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.**