

**STATE OF COLORADO  
STATE BUILDINGS PROGRAMS**



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

**University of Colorado at Boulder**

**Andrews Hall Renovation  
Project Number: PR002504**

**Facilities Planning: Philip A. Simpson, Jr. AIA, Director of Facilities  
Planning  
Phone: (303) 492-0347**

**Housing and Dining Services Project Manager: Marina Florian  
Phone: (303) 735-5555**

**Distribution Date: October 22, 2007**

# REQUEST FOR PROPOSALS FOR DESIGN / BUILD SERVICES

## TABLE OF CONTENTS

<b>I.</b>	<b>GENERAL INFORMATION</b>	
	A. Introduction .....	4
	B. Intent .....	4
	C. Statement of Work .....	5
<b>II.</b>	<b>GUIDELINES FOR SUBMITTALS</b>	
	A. Schedule .....	6
	B. Clarifications .....	6
	C. General Information .....	7
	D. Submittals .....	8
<b>III.</b>	<b>SELECTION PROCESS</b>	
	A. Short List .....	8
	B. Oral Interview .....	8
	C. Technical (Design) / Cost Proposals .....	9
	D. Method of Selection and Award .....	16
<b>IV.</b>	<b>EVALUATION CRITERIA</b>	
	<b>GENERAL QUALIFICATIONS</b>	
	A. Firm's Organization, Staffing, Location .....	16
	B. Prior Experience/Performance .....	17
	C. Project Background/Success .....	17
	D. References .....	18
	E. Miscellaneous Considerations .....	19
	<b>INTERVIEW QUALIFICATIONS</b>	
	A. Project Organization, Staffing, Location .....	19
	B. Project Approach .....	19
	C. Specific Staff Experience/Performance .....	20
	D. References .....	20
	E. Miscellaneous Considerations .....	20
	<b>TECHNICAL (DESIGN) / COST PROPOSAL QUALIFICATIONS</b>	
	A. Project Staffing .....	20
	B. Project Approach .....	21
	C. Design Proposal .....	21
	D. Miscellaneous .....	20
	E. Cost Proposal .....	21
<b>V.</b>	<b>MINORITY/WOMEN BUSINESS (M/WBE) PARTICIPATION</b> .....	21
<b>VI.</b>	<b>D/B AGREEMENT INFORMATION</b> .....	21

VII. ACKNOWLEDGMENT AND ATTESTATION ..... 22

VIII. COST PROPOSAL FORM ..... 22

ACKNOWLEDGEMENT AND ATTESTATION FORMS ..... 23 - 26

COST PROPOSAL FORM ..... 27

ALTERNATE and UNIT PRICE FORM..... 28

BID BOND ..... 29

**APPENDICES:**

Appendix A: General Qualifications Selection/Evaluation Form ..... 22

Appendix A1: Interview Qualifications Selection/Evaluation Form ..... 22

Appendix A2: Technical (Design) / Cost Selection/Evaluation Form..... 23 - 26

Appendix A3: Final Ranking Matrix ..... 27

Appendix B: Draft – Design / Build Agreement (Sample)..... 28

Appendix C: General Conditions of the Contract

Appendix D: General Requirements Division 1

Appendix E: Technical (Design) Criteria

Appendix F: Asbestos Abatement Specifications

Appendix G: Minority/Women Business Enterprise Participation Report ..... 29

Appendix H: UCB - Campus w/ Project Site ..... 29

Appendix I: Program Plan ..... 29

Appendix J: Locations of Mandatory Pre-Submittal Meeting ..... 29

**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) to design and construct the Andrews Hall Renovation. Andrews Hall is a four-story student residence hall built in 1963 and is approximately 60,588, gross square feet in size. The building is also used to house conference attendees during the summer months. The renovation will support the University's Residential Campus 20/20 Plan by providing facilities for Residential Academic Programs (RAPs), student residences, building wide infrastructure improvements, and conferences.

Andrews Hall is located in the Kittredge Complex at the University of Colorado at Boulder campus. Building occupants will be relocated to other campus facilities for the duration of the project. 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 or will be made available as scheduled in II .A.1. A specified lump sum price is required upon presentation of the Design/Cost Proposal.

**B. INTENT**

The Design / Build method of project delivery has been selected in an attempt to contract with knowledgeable and creative teams who can help UCB maximize the space available within the existing building envelope. The building will be unoccupied at all times during construction, however the Design Build Entity (D/B) will be responsible for keeping all adjacent buildings, services, and roadways operational at all times during construction.

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. Subsequent to this screening, a limited number of firms will be invited to oral interviews. Sealed Technical (Design) / Cost Proposals are required only from the three highest ranked firms as determined after the interviews. Both qualifications 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 \$9,000,000.00 construction cost, utilizing the expertise available through their Colorado office.
3. Demonstrate specific Design / Build experience in institutional project types of similar scale and complexity.
4. Demonstrate a bonding capability up to \$12,000,000 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, arrange for the procurement of labor and materials, develop a detailed project schedule, etc.).

It will be the responsibility of the design-build team 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, mechanical design services and any specialty design consultants as required; construction services including 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	10/22/07
RFP Document Release	10/22/07
Design Criteria Available	10/22/07
SECOND Advertisement	10/29/07
Mandatory Pre-Submittal Meeting	11/12/07
Written Requests for Clarifications Due	11/15/07
Written Responses Issued	11/16/07
Submittals Due	4:00 PM, 11/28/07
Interview Short List Announced	12/3/07
Oral Interviews	12/12/07
Selection Announced	12/13/07
Three Consultant Agreements Issued for D/B Proposals	12/19/07
Technical (Design) / Cost Proposal Start	12/20/07
Building Committee Design Workshop #1	1/9/08
Building Committee Design Workshop #2	2/18/08
Technical (Design) / Cost Proposal Presentations	3/10/08
D/B Selection	3/18/08
DRB Schematic Design Presentation	4/4/08
Board of Regents Approval	1/15/08
D/B Contract Issued	3/27/08
Start Design Development	3/28/08
D/B Start Hazardous Materials Abatement	5/15/08
DRB Design Development Presentation	6/6/08
Anticipated Move in	5/15/09

2. Submittals shall be received no later than **November 28, 2007, at 4:00 PM MDT**, at the following address:

**Department of Facilities Management  
1540 30<sup>th</sup> Street, 3<sup>rd</sup> Floor Reception Desk  
453 UCB  
Boulder, CO 80303  
ATTN: Phil Simpson**

**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 **November 15, 2007, 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: [galida@colorado.edu](mailto:galida@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://fm.colorado.edu/construction/index.html> on or before **November 16, 2007, 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. A Mandatory Pre-submittal Meeting will be held on the date noted under A. Schedule. The mandatory Pre-Submittal Meeting will be held on **Monday, November 12, 2007, at 2:00 PM MDT** in Room 248 of the Administrative and Research Building (ARCE), 3100 Marine Street, on the CU-Boulder East Campus. A map of the area can be viewed at: <http://www.colorado.edu/campusmap/map.html?bldg=ARCE> . Meter parking is available south side of the building.

Submittals and Proposals from firms not attending this mandatory meeting will not be given further consideration.
  - b. All Submittals and Proposals shall become the property of the UCB and will not be returned.
  - c. Late Submittals and Proposals shall not be evaluated.
  - d. 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.
  - e. 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.

- f. The UCB shall not be liable for any costs incurred by respondents in the preparation of or presentation of submittals. See Section III. C.1 regarding Technical (Design) / Cost Proposals.
- g. 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 ten (10) complete copies of all material.
  - b. Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence of the Evaluation Form, Appendix A. 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, and include in submittal.

### **III SELECTION PROCESS**

#### **A. SHORT LIST**

- 1. From the submittals received, a short list of qualified respondents shall be identified using the scoring indicated on the enclosed Evaluation Form, Appendix A.
- 2. Firms failing to meet the minimum required qualifications will not receive further consideration.

#### **B. ORAL INTERVIEW**

1. Oral interviews shall be conducted for the short listed firms. At the option of the UCB, a visit to the short listed firm's managing home office and/or representative field office may be required.
2. The Oral Interview Panel shall rank respondents on a numeric scale using the criteria contained on Evaluation Form, Appendix A1. The three highest ranked firms will be selected to enter into a Consultant Agreement to provide a Technical (Design) / Cost Proposal.
3. Qualifications based on submittals and interviews shall equal Forty (40) percent of the firm's final ranking.

**C. TECHNICAL (DESIGN) / COST PROPOSALS**

1. Only those three firms selected are required to submit a Technical (Design) / Cost Proposal. (Ten (10) copies are required to be presented on the date scheduled for Technical (Design) / Cost Proposal Presentations. See II.A, Schedule.) The State of Colorado assumes no liability or responsibility for any costs incurred by any respondent associated with the selection process. The University of Colorado will award a Consultant Contract to each of the three highest ranked respondents in the amount of \$30,000.00 each. The two respondents not selected will retain the \$30,000.00 as a stipend to help defray the costs associated with their work in assembling and presenting their Technical (Design) / Cost Proposal. The stipend paid to the respondent that enters into the Design / Build Agreement shall be applied toward the total project cost. The respondent that enters into a Design / Build Agreement for the project agrees to accept the \$30,000.00 in the form of a first payment toward the total proposed cost.

Technical (Design) / Cost Proposals shall equal Sixty (60) percent of the firm's final ranking.

The Technical (Design) / Cost Proposals will then be considered (at 60 percent) in conjunction with the qualitative score from the Qualifications Submittal and Interview (at 40 percent).

2. 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 Treasurer of the State 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.
3. Design Proposals shall consist of a graphic and written response to this RFP including the 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. All drawings and specifications shall be stamped with the registration seal of each professional involved in the design.
    - b. Submit ten (10) full size sets of Drawings and ten (10) 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, construction finishes, fixtures and equipment and systems for all trades. Include product literature where applicable.
      - 3). Indicate clearly where the level of quality of materials provided exceeds the minimum requirement established by the Design so that information can be considered in the evaluation.
      - 4). Include narrative of all major building systems proposed, and critical details, including names of manufacturers of major components or pieces of equipment as available.
    - d. **DRAWINGS**  
The following minimum drawings shall be included as part of the proposals: use 30" x 42" (max.) sheets.
      - 1). Site Plan

Site Plan at minimum 1" = 30' scale. Indicate the existing building, landscaping, irrigation, paving, sidewalks, stairs, retaining walls, grades, patio areas, parking areas, storm drainage, and any other improvements, that may be altered for any reason. Indicate area to be used for construction staging, showing temporary fences and barricades, etc. and plans for restoring damaged areas.

- 2). Utility Site Plan  
Plan at 1" = 30' scale showing all utility systems (water, sewer, power, fire protection, steam, CATV, telecommunications, site lighting, m&e equipment, etc.) including connections to existing utilities, future expansion, pipe sizes, drainage design. Note which utilities are above ground, which ones are existing to be removed or relocated, and existing to be abandoned.
  
- 3). Floor Plans  
Overall building floor plans at 1/8" = 1'-0" scale (minimum). Show all pertinent areas, label all areas, show functional relationships. Indicate size, location, and arrangement of major elements of the architectural, structural, mechanical, plumbing, and electrical systems.  
  
Enlarged scale floor plans at 1/4" = 1'-0" scale (minimum). Show all rooms and a representative example of all typical rooms. Indicate size, location, and arrangement of mechanical components such as vertical chases, unit ventilators, fin tube radiators, and plumbing fixtures; show electrical outlets, switches, data/telephone ports, and appliances. Show door swings and furniture layout. Indicate existing construction and alterations.
  
- 4). Elevations  
All typical elevations (front, back, side) at 1/8" = 1'-0" scale (minimum). Indicate existing and alterations. Illustrate relationship of buildings to surrounding topography. Indicate existing and alterations.
  
- 5). Sections  
Transverse and/or longitudinal sections, 1/8" = 1'-0" scale (minimum) in sufficient detail to show the juxtaposition of the major building elements, structural, mechanical, and electrical systems, include material indications, finish floor elevations, vertical circulation and other items that may assist the Committee. Indicate existing and alterations.
  
- 6). Other Drawings  
Other drawings will be required for design after contract award; as defined in the D/B Agreement.

e. SCHEDULE

- 1). Include a statement stipulating dates of completion for beneficial occupancy (temporary certificate of occupancy) and final completion (punchlist complete).
    - 2). Include a description of the schedule method, which will be used including the name of scheduling consultants, if any.
  - f. **MITIGATION OF CONSTRUCTION IMPACTS ON OCCUPANTS OF SURROUNDING BUILDINGS**  
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.
4. Technical (Design) / Cost Proposal Presentations shall be made per the date indicated in Section II of this RFP. The Technical (Design) / Cost Proposal Presentations will be held on **Monday, March 10, 2008** in Building RL-2 Room 321 on the CU-Boulder East Campus. Technical (Design) / Cost Proposal Presentation times will be 8:00 AM - 10:00 AM, 10:15 AM – 12:15 PM, and 1:30 PM – 3:30 PM and will be assigned based on random drawing.
  5. 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 State's intent to achieve the goals of the Governor's Executive Orders D0055-87 and D0005-94 regarding minority/woman-owned businesses. 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 Boulder) the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado.
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 purpose of restricting competition.

Each person signing the Bid 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 **Monday, March 3, 2008, 4:00 PM MDT**.

#### **D. 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.

Historic and current workload 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 workload 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. 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. PROJECT BACKGROUND/SUCCESS**

Select your three (3) most relevant projects/programs, 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
- organizational structure of service delivery under the contract (include the owner's organization as it interfaced with the respondent's contract)
- 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 performance reports by all parties (such as federal government performance reports)
- project safety record

**NOTE:** At least two (2) project / programs shall demonstrate D/B services provided similar to the minimum criteria described in this RFP at Section I.B. and its Appendices.

**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. value analysis
- c. alternate solutions
- d. scope reduction that maintains project function
- e. cost/benefit analysis
- f. staff savings

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

**3. Quality**

Construction quality has the obvious traditional connotations (workmanlike, in compliance with the specifications, normal standard of care, etc.). Demonstrate for the above project examples how an acceptable level of quality was achieved.

**4. 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.

**5. Project Acceptability**

Please discuss how your Design / Build services helped achieve owner satisfaction with regard to project quality and acceptability on your project examples.

**6. Claims**

Based on your experience and above project examples, please address how you intend to reduce claims and facilitate claim resolution at all levels and among all parties without assuming the authority of the UCB or its quasi-judicial claims resolution process.

**D. 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 the date of delivery.
2. References may or may not be checked and scored prior to short list.

## **E. 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.

## **INTERVIEW 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.  
  
Indicate the resident expertise intended to be provided under this RFP that would be involved in the development and presentation of the Technical (Design) / Cost Proposal.
  - b. Anticipated staff assignment and alternate for key positions by name and resumes and a staff schedule by name, position, and hours for each estimated to be spent on the development and presentation of the Technical (Design) / Cost Proposal.
  - c. Current assignments of all named staff and schedules for completion of their current assignments.
  - d. Methods of procuring sub-contractors, other consultants, materials, and other techniques that would indicate your capabilities to provide a complete and cost competitive proposal.

## **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. Include specific examples (1-2 page excerpts) of actual products (estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.).
  - c. Describe your quality certification and control programs. Certify how you will ensure that the project will be delivered successfully as a quality project on time and within the budget.
  - d. Describe your environmental program (such as use of recycled materials, indoor air quality capabilities, hazardous waste reduction, etc).

## **C. SPECIFIC 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. 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 the date of interview.
2. References may or may not be checked and scored prior to short list.

## **E. 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**

1. Design proposals will be reviewed for compliance with the intent and all requirements of the RFP. (Reference section III C.) Design proposals will be reviewed for compliance with the Design Criteria. 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 A3 "EXAMPLE".

## **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 CM/GC 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 services. Only the three highest ranked respondents will be required to submit Technical (Design) / Cost Proposals at the Technical (Design) / Cost Proposal Presentation.
- B.** This RFP document, it's Appendices, and any written addenda issued prior to the submittal of proposals, and written clarifications prior to the interview or Technical (Design) / Cost Proposal Presentation, 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, written addenda, written clarifications prior to the interview and Technical (Design) / Cost Proposal presentations, 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:**

	<b>Amount</b>	<b>DOLLARS ( \$ )</b>
PROJECT NO. <u>W151530</u>	<b>Alternates and Unit Price Cost proposal Form Attached <input type="checkbox"/> Yes <input type="checkbox"/> No</b>	
PROJECT TITLE: <u>Andrews Hall Renovation</u>	<b>Receipt of Addenda Nos.</b> _____	<b>Is Acknowledged</b>
	<b>Time of Completion</b> _____	<b>(calendar days)</b>
	<b>IF APPLICABLE:</b>	
	<b>Time Period from Substantial Completion to Final Acceptance</b>	<b>(calendar days)</b>

1. **COST PROPOSAL:** Pursuant to the advertisement by the State of Colorado dated \_\_\_\_\_, 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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **The right is reserved to waive informalities and to reject any and all Bids.**

**(TYPE/PRINT NAME UNDER ALL SIGNATURES)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

(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.



# State of Colorado / University of Colorado at Boulder

## Alternate and Unit Price Form

### Andrews Hall Renovation

#### A. ALTERNATES:

Alternate No. 1: Add three stop elevator to west wing of Andrews Hall making the third floor accessible.

Indicate (circle) ADD or DEDUCT:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Amount must be spelled out as well as numerically written.

Alternate No. 2: Add design, provide, and install diesel powered emergency generator capable of powering emergency lighting, fire and life safety, and mechanical room circuits. Enclose with 6' high stone screen wall.

Indicate (circle) ADD or DEDUCT:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Amount must be spelled out as well as numerically written.

#### B. UNIT PRICES:

a. Abatement of concealed pipe insulation per linear foot.

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) lineal ft.

Amount must be spelled out as well as numerically written.

b. Abatement of concealed floor tile per square foot.

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) sq. ft.

Amount must be spelled out as well as numerically written.

c. For each lineal foot of masonry tuck-pointing 6'-0" above grade and lower.

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) lineal ft.

Amount must be spelled out as well as numerically written.

d. For each lineal foot of masonry tuck-pointing 6'-0" above grade and higher.

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) lineal ft.

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., 20\_\_\_\_.

(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.**