

**STATE OF COLORADO  
STATE BUILDINGS PROGRAMS**



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

**University of Colorado at Boulder**

**Kittredge West Residence Hall Renovation  
Project Number: PR005711**

**Kittredge Central Residence Hall and Commons  
Project Number: PR006383**

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# REQUEST FOR PROPOSALS FOR DESIGN / BUILD SERVICES

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

**I. GENERAL INFORMATION**

**A. INTRODUCTION**

The University of Colorado Boulder seeks a Design Build Entity (D/B) for a two phase project in the Kittredge Complex on the Main Campus. Design and construction of Phase II of the project is dependent on the approval of the Board of Regents for spending authority.

Phase I: Design and renovation of the Kittredge West Residence Hall. Kittredge West Residence Hall is an existing 71,797 gross square feet (GSF) facility with three wings of three to four-stories built in 1982. The Program Plan for the project proposes full renovation of the building and expansion to approximately 74,300 GSF. The complete renovation and minimal expansion is to accommodate a minimum of 273 beds (in single, double and suite configurations), two classrooms, offices, an expanded community room and numerous common and support spaces. This phase is approved for a project cost not to exceed \$22,800,000. [\$18.5M maximum D/B contract]

Phase II: Deconstruction of the Kittredge Commons facility, design and Construction of the Kittredge Central Residence Hall and Commons. Kittredge Central is proposed as a 67,863 GSF residence hall and 29,254 GSF Community Commons in support of Residence Life and Residential Academic Program (RAP) throughout the Kittredge Complex. The new residence hall is to accommodate a minimum of 264 beds (in single, double and suite configurations), two classrooms offices, a dedicated community room and numerous common and support spaces. This phase is pending final approvals by the Board of Regents for the 97,117 GSF facility. Project cost is anticipated to be approved not to exceed \$37,250,000. [\$32.0M maximum D/B contract]

These buildings are also to be used to house conference attendees during the summer months. The development will support the University's Residential Campus 20/20 Plan by providing facilities for Residential Academic Programs (RAPs), student residences, conferences and building wide infrastructure improvements, The Kittredge West Residence Hall and Kittredge Commons are located in the Kittredge Complex at the University of Colorado at Boulder campus. The project is to include the design and construction of the Residence Halls as well as site improvements including development of a new site entry point and reconfiguration of existing parking areas. 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 D/B Agreement is to be contained with additional RFP information issued to short listed firms.

**B. INTENT**

CU Boulder believes that an **integrated design** approach can greatly increase the chance of success in meeting design goals. Traditional design approaches to the construction of facilities have often been linear processes. Linear processes generate as the architect progresses from conceptual/schematic design to construction documents and contract

administration while pulling in technical consultants along the way. Integrated design employs a multi-disciplinary approach where all project stakeholders are involved in the design process from start to finish on a collaborative basis. The process recognizes that non-inclusive and compartmentalized design decisions made unilaterally may have adverse impacts on achieving design goals.

The Design / Build method of project delivery has been selected in an attempt to contract with knowledgeable and creative teams who can help CU Boulder maximize the Owner Project Requirements within the stated fixed limit of construction cost. The Design Build Entity (D/B) will be responsible for maximizing operational access to all adjacent buildings, services, parking areas and roadways at all times during construction.

CU Boulder intends to select a Design Build Entity (D/B) who will design and construct the project(s) 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. Finalists from the oral interviews will be provided with additional details including sample contract forms and additional technical criteria for review prior to entering into an agreement to proceed to the final step of the selection process. Competitive Technical (Design) / Sealed 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 CU Boulder 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 \$18,000,000.00 construction cost, utilizing the expertise available through their Colorado office.
3. Demonstrate specific design and construction experience in institutional project types of similar scale and complexity.
4. Demonstrate a bonding capability up to \$47,000,000 for an individual project coincidentally with current and anticipated workloads and provide letter from surety that affirms this capability.
5. Demonstrate design and construction / construction management experience of LEED certified projects with preference given to experience with LEED Gold (or better) projects by team member(s).

### **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. The scope of services will include assistance to CU Boulder during the process of design, construction, and warranty period. Design-Builder shall provide design services, including architectural, engineering and other design professional services as appropriate to meet the requirements of the Owner Project Requirements. Such design services shall be provided through qualified, licensed design professionals.

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 CU Boulder, 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, written owner project requirements 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 within the fixed limit of construction established by CU Boulder.

## II. GUIDELINE FOR SUBMITTALS

### A. SCHEDULE

1. The overall schedule is as follows:

FIRST Advertisement	4/29/11
RFP Document Release	4/29/11
SECOND Advertisement	5/06/11
Mandatory Pre-Submittal Meeting 10:00 am	5/17/11
Written Requests for Clarifications Due 4:00pm	5/31/11
Written Responses Issued	6/1/11
Submittals (Prequalification: Step I) Due 4:00pm	6/6/11
Submittal Review	6/8/11
Interview Short List Announced	6/13/11
Design Criteria Available	6/16/11
Board of Regents Approval (Kittredge Central)	6/22/11
Oral Interviews	6/28/11
Selection Announced (Candidates to participate in Step III)	6/29/11
Consultant Agreements Issued for D/B Proposals(Step III)	7/1/11
Technical (Design)/Cost Proposal Start	7/1/11
Building Committee Design Workshop #1	7/11/11
Design Review Board Initial Presentation	7/14/11
Building Committee Design Workshop #2	8/9/11
Written Requests for Clarification Due 1:00pm	8/15/11
Written Responses Issued	8/16/11
Presentation/Submittals (Technical Proposal: Step III)	8/18/11
D/B Selection	8/22/11
Design Review Board Concept Presentation	9/8/11
D/B Contract Issued	9/20/11
Start Schematic Design	9/21/11
Design Review Board Schematic Design Presentation	10/31/11
Start Construction (Kittredge Central Demolition)	1/13/12
Start Construction (Kittredge West Residence Hall)	5/13/12
Substantial Completion	7/1/13
Move in Date	8/1/13

2. Submittals shall be received no later than **June 6, 2011, 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 80309-0453  
ATTN: Thomas E. Goodhew**

**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) Clarifications
  - b) Scope Changes
  - c) Time and/or Date Changes

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

2. Respondent initiated requests for clarification concerning the project must be submitted in writing via e-mail to Thomas E. Goodhew, Facilities Planner, CU BOULDER Facilities Planning at: [Thomas.Goodhew@colorado.edu](mailto:Thomas.Goodhew@colorado.edu) until May 31, 2011, at 4:00 PM MDT.
3. All questions submitted by each candidate and the answers will be made available by e-mail to all candidates or by going to website:

<http://www.colorado.edu/facilitiesmanagement/pdc/construction/open.html>  
by June 1, 2011, at 4:00 PM MDT.

## 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 **May 17, 2011 10:00 AM** at **Room 210 of the Kittredge Commons Building (KITT), 2480 KITTREDGE LOOP RD, CU Boulder - Kittredge Complex, A map can be viewed at: <http://www.colorado.edu/campusmap/map.html?bldg=KITT>** Meter parking is available on the north 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 CU Boulder 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 CU Boulder 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 CU Boulder 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 CU Boulder 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 shall reviewed Appendix B and by responding, to the Technical (Design) /Cost Proposal, 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.
- h. The respondent has reviewed the Program Plan(s) and other materials and by responding acknowledges the project concept, program and specifications as the initial basis of design.

**D. SUBMITTALS**

- 1. Respondent must comply with the following items, a. through e. CU Boulder retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the CU Boulder.
  - a. Submit three (3) complete copies of all printed material plus one copy in electronic format (PDF).
  - 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.

[END OF SECTION]

### **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 CU Boulder, 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. (Three (3) copies plus one (1) electronic copy (PDF) 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 \$100,000.00 each. The two respondents not selected will retain the \$100,000.00 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 \$100,000.00 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 to the finalist, 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 CU Boulder 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 CU Boulder 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 and other documentation provided to finalists.
- 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 One (1) full size and two (2) half size sets of Drawings plus one (1) electronic copy (PDF), CAD and Revit files and three (3) copies plus one (1) electronic copy (PDF) of other information.
  - 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 & Landscape Plan  
Site Plan at minimum 1" = 30' scale. Indicate the proposed building, landscaping, irrigation, paving, sidewalks, stairs, retaining walls, grades, patio

areas, parking areas, roadways, storm drainage, and any other improvements. 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.

4.) SCHEDULE

Include a statement stipulating dates of completion for beneficial occupancy (temporary certificate of occupancy) and final completion (punchlist complete).

Include a description of the schedule method, which will be used including the name of scheduling consultants, if any.

8.) 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 of adjacent facilities including parking areas and roadways.

9.) 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 **Thursday August 18, 2011** 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 CU Boulder, 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 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. **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.
13. **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. CU Boulder also reserves the right to reject the proposals of any respondent who it considers not to be in a position to perform the Contract
14. **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.
15. **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.
16. **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.
17. **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.

18. 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.
19. 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.
20. 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”.
21. 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.
22. 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.
23. 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.
24. 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, August 16, 2011, 4:00 PM MDT**.

#### **D. METHOD OF SELECTION AND AWARD**

The CU Boulder 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 CU Boulder's discretion. Award and contract will be contingent on deliverability of key proposed staff.

[END OF SECTION]

## IV. EVALUATION CRITERIA

### GENERAL QUALIFICATIONS

Responses must be submitted in the format outlined in this RFP, with each of the described divisions completed in full. Each Response will be reviewed to determine if it is complete prior to actual evaluation and the Selection Committee reserves the right to eliminate from further consideration any Response deemed to be substantially or materially non-responsive to the requests for information contained herein.

A response may be considered non-responsive if it includes extraneous information not specifically requested in this RFP. The clarity and conciseness of responses will be valued over sheer volume.

Each division and exhibit described below must be indexed, tabbed, and presented on a separate page. If a Design/Build team fails to provide all categories of information required in this RFP, the Design/Build team may be disqualified from further award consideration. However, the Selection Committee reserves the right in its sole discretion to waive minor irregularities.

CU-Boulder has had a tradition of participating with the architect in selection of engineering consultants for the disciplines of mechanical, electrical, telecommunications and other key sub consultants integral to projects on campus. With this tradition in mind, CU Boulder is not asking for a detailed list of Design/Build team's sub consultants during the STEP I **Prequalification Submittal**. Teams that are selected to proceed to Step II and STEP III of the process will be asked for more details and be provided opportunities for owner feedback on the sub consultant selection. CU Boulder also recognizes that some D/B teams may have unique relationships or consider certain consultants as integral members of the team. If additional team members beyond the CM/GC and Architect are included as part of the team at the prequalification stage, a statement of the unique relationship should be included.

### A. PREQUALIFICATION SUBMITTAL EVALUATION CRITERIA

**Submittal to include the following in the order listed:**

#### 1. RESOURCES OF TEAM

- a. Provide a separate graphic organizational structure complete with working titles for all proposed firms on the project design, management and construction team.
- b. Provide job descriptions and responsibilities and authority for each working title.
- c. Provide anticipated staff assignment and alternate for key positions by name and resumes.
- d. Identify all current office locations and the resident expertise intended to be provided under this RFP. Provide a description of the location of this staff for

the performance of this contract, their expertise, and generic equipment to reside in Colorado and act in support of the anticipated contract.

- e. Provide a description of D/B services which are anticipated to be subcontracted for, including MBE/WBE D/B subcontractor(s) qualifications, if applicable, and indicate how coordination of subcontracted services will be accomplished.

## **2. PROJECT MANAGEMENT APPROACH OF TEAM**

- a. Provide a strategic project approach to a successful Design Build project team. Include discussion of your team's approach in providing successful Design / Build Contracting services based on prior experience. Include specific examples (1-2 page excerpts) of actual products (drawings, specifications, estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.)
- b. Discuss elements of an integrated design approach that your team would apply in this project. Include communication and decision making tools applicable to the project
- c. Provide examples of effective project scheduling. Include scheduling concepts that may be applicable to this project.
- d. Discuss quality effectiveness in a Design/Build project delivery and describe quality assurance programs.
- e. Describe methods used to achieve "best value" and assess cost effectiveness of design decisions, construction materials and methods selection.
- f. Provide a description of design and construction work D/B has capability to self-perform, including qualifications to do such.

## **3. PRIOR EXPERIENCE/PERFORMANCE/REFERENCES OF TEAM**

Provide a list of previous experience relevant to this project with owner and architect references for each. University of Colorado at Boulder may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked.

- a. Provide a list of projects indicating experience relevant to the proposed project. Include a brief description of the project delivery format and role of the team member in the project.
- b. Provide a list of past projects where the members and firms of the team proposed for this project have worked together. Include a brief description of the scope of participation for each team member and project delivery method.
- c. All references submitted shall be current for projects listed in IV.A.4 following. 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 May 31, 2011. References may not be checked and scored prior to short list.

#### 4. PROJECT BACKGROUND/SUCCESS OF DESIGN-BUILDER TEAM

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

- the project/contract name
- description of services provided
- overall design / 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
- reference(s) for Owner and Architect as described in IV.A.3.
- continuing services, if any

**Note:** At least one (1) project/program shall demonstrate design and construction services provided as a team similar to those described in this RFP and its Appendices.

**a. Timeliness:**

In general, Design / Build Contracting 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.

**b. 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 State is interested not only in being within budget but also in the respondent's ability to address and implement the following issues as well:

- 1) conceptual estimating
- 2) value analysis
- 3) alternate solutions
- 4) scope reduction that maintains project function
- 5) cost/benefit analysis
- 6) staff savings

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

**c. Quality:**

Design quality has traditional connotations (coherent, integrated, efficient, flexible, aesthetic, etc.) 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.

d. **Services Disruption:**  
Demonstrate how your services on the above project examples dealt with issues of disruption at existing facilities, etc.

e. **Sustainable Design Concepts**  
Sustainable design is not usually achieved by implementing one catch all strategy. Instead, it is the understanding of how all of the parts of a building's design and use affect the building's performance. Building orientation, mass, site planning, envelope design, HVAC systems, electrical and day lighting, impacts each other and must be coordinated with Owner's needs and goals, building user behavior, and operations and maintenance personnel practices.

Your understanding of the comprehensive nature of sustainable and high performance building principles will be an important factor in the final selection of a design/build team.

Familiarity and experience with the following high performance design features and strategies is desired:

1. Direct/indirect cooling and heat recovery ventilation
2. Automated building systems
3. High performance building envelopes
4. Daylighting
5. Storm water quality innovation

f. Describe any Claims made related to the project.

g. **Project Acceptability:**  
Please discuss how your Design and Contracting services helped achieve owner satisfaction with regard to project quality and acceptability on your project examples.

## 5. **MISCELLANEOUS CONSIDERATIONS**

- a. **Claims / Litigation History of Firm (Mandatory):**
- 1) Provide information on any past, current or anticipated claims (i.e., knowledge of pending claims) on respondent contracts; explain the litigation, the issue, and its outcome or anticipated outcome.
- b. **Apprenticeship Training Program (Optional for Step I Prequalification / Mandatory for Step II Interview):**
- 1) Where an Apprentice Training Program certified by the Office of Apprenticeship located in the Employment and Training Administration in the United States Department of Labor exists in the state, or a comparable program for the training of apprentices is available in the state:
  - 2) Each submitter shall demonstrate access to the certified program or a comparable alternative (Note that it is the responsibility of the submitter to demonstrate the comparability of a non-certified program) and,
  - 3) Each submitter's subcontractor, at any tier with a contract value of two hundred fifty thousand dollars or more (\$250,000) shall demonstrate access to the certified program or a comparable alternative.

- c. Current Workload:
  - 1) 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.
  
- d. Other (Optional):
  - 1) 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.

[END OF SECTION]

## B. ORAL INTERVIEW EVALUATION CRITERIA

Firms that do not explicitly present a Landscape Architect/Site designer as an integral part of the Design/Build team and are selected to proceed to STEP II will be requested to submit a list following the **Invitation to Interview** of *Landscape Architect/Site Design* consultants to the owner for review and comment. Owner will provide comments on proposed consultants and a ranking of preference for the D/B team's consideration. Announcement of final selection of the Landscape Architect/Site Design consulting team shall be provided to the owner prior to proceeding to STEP III.

**Provide a graphic presentation and accompanying handout to demonstrate the following in the order listed:**

1. **PROJECT TEAM ORGANIZATION:**

- a. Provide a separate graphic internal organizational structure complete with working titles for each proposed individual on the Project Management team.
- b. Provide job descriptions and responsibilities and authority for each working title and location.
- c. Provide anticipated staff assignment and alternate for key positions by name and resumes. Provide a D/B staff schedule by name, position, and man hours (assuming 8 hour days) per month estimated on this project and current work load.
- d. Discuss how roles and responsibilities of the D/B team may change as the project evolves.
- e. Discuss the role of the Landscape/Site Designer and how the team will work integrate the buildings and surrounding site into a cohesive fabric.

2. **DESIGN-BUILD PHILOSOPHY AND APPROACH OF TEAM**

- a. Include discussion of your team's approach in providing successful Design / Build Contracting services based on the needs of **this specific project** using the team's prior experience including contract formats, cost, schedule and quality effectiveness. Include specific documents such as: drawings, specifications, meeting minutes, project schedule, estimates, progress reports, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, construction schedule, etc. proposed for this project.
  - 1) 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.
  - 2) Describe your environmental and sustainability program (such as use of recycled materials, indoor air quality programs, hazardous waste reduction, etc.) Include your experience with designing and construction LEED Gold or better projects
  - 3) Discuss cost control and quality assurance programs for both design and construction phases of the process.

4) Describe your experience with integrated project delivery methods including tools used to share project information, open communications lines and build relationships within the project participants.

5)

b. Provide a description of design and construction work the D/B team has capability to self-perform, including qualifications to do such.

c. Provide a description of design and construction work the D/B team plans to subcontract, including subcontractor company information, relationship to the D/B firm and qualifications to perform the intended work.

d. Provide description of selection methods to be used for qualification and selection of sub-contractors, other consultants, materials, and other techniques that would indicate your capabilities to provide a complete and cost competitive proposal.

e. Discuss methods used to achieve “best value” and quality assurance programs utilized in past projects.

### **3. PRIOR EXPERIENCE/PERFORMANCE/REFERENCES OF TEAM**

a. Provide a list of previous experience for each key team member relevant to this project with Owner references for each. Preference is given to experience with higher education, residence hall and student life projects. Describe the contract terms (ie. Lump Sum, Cost Plus Fee, GMP, D/B). The University of Colorado Boulder may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked.

b. Describe your experience with designing and construction LEED certified projects, including projects with LEED Gold (or Platinum) certification. Describe strategies used to achieve LEED requirements in a cost effective manor.

c. Provide a list of past projects where the members and firms of the team proposed for this project have worked together. Include a brief description of the scope of participation for each team member.

d. All references submitted shall be current for projects listed by the respondent. 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 April 26, 2011.

e. References may not be checked and scored prior to short list.

### **4. MISCELLANEOUS CONSIDERATIONS**

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

[END OF SECTION]

## C. TECHNICAL (CONCEPTUAL DESIGN) / COST PROPOSAL EVALUATION CRITERIA (STEP III)

Firms selected to proceed to STEP III will be required to submit a list following the **Notice of Award** of second tier engineering consultants to the owner for review and comment. Owner will provide comments on proposed consultants and a ranking of preference for the D/B team's consideration. Announcement of final selection of the consulting team shall be provided to the owner prior to Workshop #1.

### 1. TECHNICAL (DESIGN)

- a. All proposals to meet the minimum qualifications for submission must include all items outlined in section V.B – Technical (Design) Proposal.
- b. Proposals will be evaluated for responsiveness to project objectives including:
  - 1) General understanding and compliance with the program and technical criteria
  - 2) Understanding of site influences, constraints and opportunities
  - 3) Minimize total project cost; Maximize the building net/gross efficiency
  - 4) Maximize functional efficiency and building quality
  - 5) Minimize the environmental impact on the occupants as well as the surrounding environment
  - 6) Maintain overall design excellence, including architectural character, programmatic intent, campus image, efficient site utilization, landscaping, detailing, and signage
  - 7) Maximize quality of structural system, building systems, materials, and quality of work; minimize design errors
  - 8) Minimize operating and maintenance costs; maximize energy efficiency, and efficient grounds maintenance
  - 9) Minimize elapsed time for remaining design, engineering and construction
- c. The following design enhancements are generally preferred but not required if other project or design elements prevent their incorporation, and/or provide an overall superior project solution. These design elements constitute a list of project enhancements each of which may be included in the project at the option of the proposing team. The list provided below is not an exhaustive itemization of all allowed enhancements but is a starting point.
  - 1) Core Program Enhancement
    - i. Increase total number of student beds beyond the programmed number without diminishing the program intent
    - ii. Provide additional and/or increased area of non revenue amenity areas, such as commons areas, music practice rooms, group study rooms, lounge area, etc.
    - iii. Improve bathroom fixture count to occupant ratio
    - iv. Increase in classroom and office size and/or count beyond the programmed number without diminishing the program intent
  - 2) Interior Finish Enhancement
    - i. Increase ceiling heights to 9'-0"
    - ii. Increase corridor width to 6'-0" (minimum width is 5'-0")
    - iii. Utilize high-impact gypsum board on wall of all public spaces and corridors
  - 3) Exterior Finish Materials / Site Amenities Enhancement
    - i. Utilize exterior wall systems with enhanced thermal performance and/or durability
    - ii. Provide additional passive and/or active recreational amenities for student use

- iii. Improvements to adjacent parking areas to increase capacity and aesthetics
  - iv. Improvements to the Kittredge Ponds and adjacent landscape beyond those described in the Technical Criteria and Program Plan(s)
  - v. Provision of secure, covered outdoor space in conjunction with grounds storage area
- 4) Design Enhancement
- i. Provide an overall enhancement of the design as presented
  - ii. Provide a LEED Platinum Certified Building
  - iii. Provide flexibility of building systems for future renovation
  - iv. Buildings that teach. The building itself can be an effective tool to illustrate energy savings, math, science, physics, design, and construction concepts.
- 5) Schedule Enhancement
- i. Provide faster deliver to allow early occupancy during Summer 2013
  - ii. Schedule management and construction techniques that limit impact on adjacent parking and resident facilities

## 2. **COST PROPOSAL**

- a. Only one (1) copy of the cost proposal shall be submitted in a sealed envelope with proposer's name and address.
- b. After all Technical Proposals have been evaluated and scored, then Cost Proposals will be opened, and the Final Ranking Matrix, Appendix B, will be completed.

[END OF SECTION]

**V. D/B AGREEMENT INFORMATION**

- A.** Carefully review the D/B Agreement sample before submitting your Technical (Design) / Cost Proposal submittal. Any exceptions to the agreement must be communicated formally in accordance with the written questions schedule in II.B.
- B.** The CU Boulder 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 CU Boulder.

**VI. ACKNOWLEDGEMENT AND ATTESTATION**

- A.** Several versions of the Acknowledgment and Attestation Form follow this section. Proper completion of the appropriate form, as part of the Technical (Design) / Cost Proposal 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 CU Boulder.

[END OF SECTION]

## 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 CU Boulder 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 CU Boulder'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.

[END OF SECTION]

**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  
(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 Boulder**

**Base Cost Proposal:**

	<b>Amount</b>	<b>DOLLARS ( \$                    )</b>
PROJECT NO. <u>PR005711/PR006383</u>	<b>Alternates and Unit Price Cost proposal Form Attached <input type="checkbox"/> Yes <input type="checkbox"/> No</b>	
PROJECT TITLE: Kittredge West & Kittredge Central Residence Halls	<b>Receipt of Addenda Nos. _____</b>	<b>Is Acknowledged (calendar days)</b>
	<b>Time of Completion _____</b>	<b>(calendar days)</b>
	<b>IF APPLICABLE: Time Period from Substantial Completion to Final Acceptance (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 \_\_\_\_\_, 2009

(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

## *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.**