



**ADVERTISEMENT FOR BIDS  
Design/Bid/Build  
State of Colorado  
Red Rocks Community College  
Notice Number: RRCC 22-06-IFB03**

Project No: 2022-050M21

Project Title: Replace Coil and Supply Fan, West End RTU  
Main Building, Lakewood Campus, Ph 1 of 1

Estimated Construction Cost: \$700,000

**Settlement Notice**

**For all projects with a total dollar value above \$150,000 Notice of Final Settlement is required by C.R.S. §38-26-107(1). Final Settlement, if required, will be advertised in the same location as the original solicitation.**

**Project Description**

Prime contractor to replace the coil and supply fan in west end RTU AHU-1, including all associated work, per the drawings and specifications. This AFB replaces RRCC 22-01-IFB initially posted in fall of 2021.

**Scope of Services**

The College intends to contract with a Mechanical Contractor as the Prime Contractor for the replacement of the cooling coil and supply fan located in the West End roof top mechanical penthouse. Prime Contractor will be responsible for all associated work to complete the project, including electrical and equipment pad work as indicated on the drawings. Bidders are requested to provide an add alternate bids per the drawings.

**Minimum Requirements**

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

1. Provided Prime Contracting services within the last three (3) years for at least two (2) projects each in excess of **\$500,000.00** (hard costs), utilizing the expertise present in their Colorado Office; and
2. Demonstrated specific Prime Contracting experience in projects of similar scope and complexity; and
3. Demonstrated bonding capability up to **\$800,000** for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity.

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

## **Advertisement for Bid/Information for Bidders**

**Bid is posted Monday, April 18, 2022** on the Colorado Vendor Self-Service website:  
[VSS](#)

Documents and information also available on the Red Rocks Community College Facilities  
[webpage \(https://www.rrcc.edu/facilities/construction-projects\)](https://www.rrcc.edu/facilities/construction-projects)

### **Other Information**

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

Per C.R.S. §24-105-201 If the construction value is \$50,000 or greater a Bid Bond and Power of Attorney or Proposal Guaranty is required in an amount not less than 5% of the total Bid.

Awarded contractor must be registered in the VSS System (Vendor Self-Service) prior to issuance of the Notice of Award. There is no registration fee.

### **Pre-Bid Meeting**

A mandatory Pre-Bid Meeting will be held at: Red Rocks Community College, Lakewood Campus

Address: 13300 W. Sixth Avenue, Lakewood, CO 80228  
Location: **Room 1105 - Red Fox Conference Rm** (Located at the east end main hallway of the Lakewood Campus). See interior [campus map](#).  
Date/Time: **Monday, Monday, May 2, 2022, 10:00 AM**  
Comments: Please plan to arrive timely. The College follows social distancing guidelines, masks are optional.

### **Questions**

Questions received after the pre-bid meeting must be in writing and due by 5:00 pm, **Thursday, May 5, 2022.**

Subject Line: West End RTU  
Email to: [renee.murillo@rrcc.edu](mailto:renee.murillo@rrcc.edu) **AND** [mark.bana@rrcc.edu](mailto:mark.bana@rrcc.edu)

Answers will be posted to VSS and Facility webpage as soon as possible, but no later than **Monday, May 9, 2022.**

**Schedule/Submission Details**

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

Advertisement	<u>Monday, 4/18/22</u>
Mandatory Pre-Bid Conference and Tour	<u>Monday, 5/2/22 10:00 am</u>
Date Email Questions Due	<u>Thursday, 5/5/22 5:00 pm</u>
Date Email Answers Issued	<u>Monday, 5/9/22 5:00 pm</u>
Sealed Bids Due/Public Bid Opening	<u>Monday, 5/16/22 2:00pm</u>
Contract Approval (projected)	<u>Friday, 5/27/22</u>
Anticipated Notice to Proceed	<u>Monday, 5/30/22</u>
Anticipated Construction Start/Finish	<u>TBD with awarded contractor</u>

2. **One (1)** hard copy of the sealed bid is due **Monday, May 16, 2022** and shall be received no later than **2:00 PM (MT)**, and shall be submitted/accepted via **delivery**, at the following address:

Agency:	<u><b>Red Rocks Community College</b></u>
Contact Name:	<u>Renee Murillo, Procurement Manager</u>
Address:	<u>13300 West Sixth Avenue</u>
	<u>Lakewood, CO 80228</u>
<b>Room</b>	<u><b>1105</b> (Red Fox Conference Room -east end of Lakewood Campus)</u>

Comments: **Late sealed bids will be rejected without consideration. Red Rocks Community College and the State of Colorado assume no responsibility for costs related to the preparation of submittals.**

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

**Point of Contact/Clarification**

Name:	<u><b>Renee Murillo, Procurement Manager</b></u>
Agency:	<u>Red Rocks Community College</u>
Phone:	<u>303-914-6345</u>
Fax:	<u>n/a</u>
Email:	<u>Renee.murillo@rrcc.edu</u>

**This Notice is also available on the web at:**

Colorado <a href="#">VSS</a>	
Media of Publication(s):	n/a
Publication Dates:	n/a

**APPENDICES:**

**Appendix A: Information for Bidders (SBP-6.12)**

**Appendix B: Bid Form (SBP-6.13)**

**Appendix B1: Bid Alternates (SBP-6.131)**

~~**Appendix B2: Unit Pricing (SBP-6.133) n/a**~~

**Appendix B3: Bid Bond (SBP-6.14)**

**Appendix C: Certification and Affidavit Regarding Unauthorized Immigrants (Form UI-1)**

**Appendix D: Direct Labor Burden Calculation (SBP-6.18)**

~~**Appendix E: Applicable Prevailing Wage Rates n/a**~~

~~**Appendix F: Apprenticeship Utilization Certifications (SBP-6.17) n/a**~~



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAMS

**INFORMATION FOR BIDDERS**

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Institution or Agency: Red Rocks Community College  
Project No./Name: 2022-050M21/Replace Coil and Supply Fan, West End RTU

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

Red Rocks Community College, Purchasing Office Box 30  
13300 W. 6<sup>th</sup> Avenue, Box 30, Lakewood, CO 80228

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

Project # 2022-05021

Project Name: Replace Coil and Supply Fan, West End RTU

Name and Address of Bidder

Date of Opening

Time of Opening

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

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to

federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

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

The Advertisement for Bid can be located at the web site: <https://vss.state.co.us/> and RRCC Facilities webpage: [RRCC construction webpage](#)



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAMS

**BID**

Institution/Agency: Red Rocks Community College

Project No./Name: 2022-050M21/Replace Coil and Supply Fan, West End RTU

Bidder Acknowledges Receipt of Addenda Numbers:

Bidder Anticipates Services outside the United States or Colorado:\*

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

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

No  Yes  If Yes see 3A below

Yes  No  If No see 3B below

No  Yes  If Yes see 3C below

**Base Bid**

\$ \_\_\_\_\_

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

Bidder's Time of Completion

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

b. Time Period from Substantial Completion to Final Acceptance: \_\_\_\_\_

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

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

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

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

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

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

THE BIDDER:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address (including city, state and zip)

Phone number:

\_\_\_\_\_  
Name (Print) and Title

\_\_\_\_\_  
Signature





STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

**BID ALTERNATES FORM**

Institution/Agency: Red Rocks Community College

Project No./Name: 2022-050M21/Replace Coil and Supply Fan, West End RTU

Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.

**Additive Alternates** (If Applicable)

Refer to specification section \_\_\_\_\_ for descriptions of add alternates. If the add alternates are accepted, the base bid would be modified by the amount entered by the bidder.

A.A. No. 1	_____	Add \$	_____
A.A. No. 2	_____	Add \$	_____
A.A. No. 3	_____	Add \$	_____
A.A. No. 4	_____	Add \$	_____
A.A. No. 5	_____	Add \$	_____
A.A. No. 6	_____	Add \$	_____
A.A. No. 7	_____	Add \$	_____
A.A. No. 8	_____	Add \$	_____
A.A. No. 9	_____	Add \$	_____
A.A. No. 10	_____	Add \$	_____

**Deductive Alternates** (If Applicable)

Refer to specification section \_\_\_\_\_ for descriptions of the deductive alternates. If the deductive alternates are accepted, the base bid would be modified by the amount entered by the bidder.

D.A. No. 1	_____	Deduct \$	_____
D.A. No. 2	_____	Deduct \$	_____
D.A. No. 3	_____	Deduct \$	_____
D.A. No. 4	_____	Deduct \$	_____
D.A. No. 5	_____	Deduct \$	_____
D.A. No. 6	_____	Deduct \$	_____
D.A. No. 7	_____	Deduct \$	_____
D.A. No. 8	_____	Deduct \$	_____
D.A. No. 9	_____	Deduct \$	_____
D.A. No. 10	_____	Deduct \$	_____

THE BIDDER:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

**BID BOND**

Institution/Agency: Red Rocks Community College

Project No./Name: 2022-050M21/Replace Coil and Supply Fan, West End RTU

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

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

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

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

(Corporate Seal)

ATTEST

Secretary

Name (Print)

**THE PRINCIPAL**

Company Name

Address (including city, state and zip)

Phone number: \_\_\_\_\_

Signature

Name (Print) and Title

**SIGNATURES**

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

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

(Corporate Seal)

**THE SURETY**

By \_\_\_\_\_

Attorney-in-Fact

Secretary

**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.**



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAMS

**CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS**

Institution/Agency: Red Rocks Community College

Project No./Name: 2022-050M21/Replace Coil and Supply Fan, West End RTU

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

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

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

Or

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

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

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

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

CERTIFIED and AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

VENDOR:

Enter vendor legal name here  
Vendor Full Legal Name

BY \_\_\_\_\_  
:  
Signature of Authorized Representative

Enter Title here  
\_\_\_\_\_  
Title



STATE OF COLORADO  
 OFFICE OF THE STATE ARCHITECT  
 STATE BUILDINGS PROGRAM

**DIRECT LABOR BURDEN CALCULATION**

Institution/Agency: Red Rocks Community College

Project No./Name: 2022-050M21/Replace Coil and Supply Fan, West End RTU

This form is required to be submitted for review prior to execution of a construction agreement.

List items below by the percentage of what makes up the total labor burden; Items include benefits that a contractor pays to employees on their payroll. Examples include taxes, pension cost, health and dental insurance etc. The Labor Burden amount must be agreed to by both the contractor and Principal Representative and will be included in the contract as part of Exhibit A and will be used in the calculation of any future Change Order Proposals (SC-6.312) Line 2.

Major sub-contractors defined as electricians, plumbers, mechanical contractors, excavators, millwork, concrete, block layers etc. Please provide one (1) Labor Burden Calculation Sheet per contractor and for each sub-contractor. These labor burdens shall be used in the calculation of any future Change Order Proposals (SC-6.312) Line 10.

State reserves the right to require back-up confirmation of all information included in this calculation.

	Percent of Salary Paid	
Payroll Taxes		
Pension Costs		
Health Insurance		
Dental Insurance		
Life Insurance		
Other (Specify)		Description: _____
Other (Specify)		Description: _____
<b>Total Labor Burden:</b>	<b>0%</b>	