

UNIVERSITY OF COLORADO
Procurement Service Center

Request for Offers
#CU-DHHOUSE-O

Please note that this Request for Offers (RFO) is deemed to be outside of the State of Colorado Procurement Code and Rules.

I. SUBMITTAL INFORMATION

ALL RESPONSES MUST BE RECEIVED BY: AUGUST 22, 2003, 5:00 P.M. LOCAL TIME
LATE OFFERS WILL NOT BE ACCEPTED

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Please Note: There will be no public opening of offers. Interested parties may contact the Purchasing Agent after the date and time given above for information regarding offerors.

Purchasing Agent: Danielle L. Hinz, C.P.M.
Telephone Number: 303/724-0116
Fax Number: 303/724-0820
Email: Danielle.Hinz@uchsc.edu

Mailing Address:

University of Colorado
Procurement Service Center
PO Box 6508
Fitzsimons Building 500, Mail Stop F719
Aurora CO 80045-0508
Re: RFO #CU-DHHOUSE-O

Physical Address:

University of Colorado
Procurement Service Center
Fitzsimons Building 500
Room E4325, 4th Floor, East Wing
13001 E 17th Place
Aurora CO 80010
Re: RFO #CU-DHHOUSE-O

All offers MUST be submitted in the given format, using provided forms where applicable, and including all appropriate documentation, as per instructions in this document. Offers received in any other format may be considered non-responsive.

One (1) original of your offer shall be submitted in one sealed package.

MAILING NOTE: In the lower left corner of the envelope containing your offer, include: the offer number, opening date, and opening time. Highlight this information in yellow. Be sure to sign your offer before mailing. Telephone and/or facsimile responses will NOT be accepted.

II. SUMMARY

In the Fall of 2002, the University of Colorado competed in the Solar Decathlon, a three-week program of activities on the National Mall in Washington, D.C. The Solar Decathlon is a national competition among fourteen university teams to design, build, and operate a small home office powered entirely by solar energy.

The University of Colorado at Boulder took first place in the Department of Energy's (DOE) Solar Decathlon. The University now seeks offers from potential buyers for the purchase of this Solar House. The House is to be sold on an as-is, where-is basis. The buyer of the House will be responsible for moving the house from its current site on the Boulder Campus, however the buyer must coordinate this with the University.

III. SCHEDULE

RFO Issued	July 8, 2003
House Walkthrough	July 22, 2003, 2:00 p.m.
Offers Due	August 22, 2003, 5:00 p.m. local time
House to be Removed	No later than September 30, 2003 <u>(open to negotiation)</u>

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no

The above dates have been set based on the information available at the time this RFO is issued. The dates may be revised at the discretion of the University.

IV. WRITTEN INQUIRIES AND MODIFICATIONS

All inquiries regarding this RFO, whether technical or procedural in nature, must be directed in writing to Danielle Hinz, Supervising Purchasing Agent. Inquiries may be transmitted by fax (303/724-0820) or e-mail (Danielle.Hinz@uchsc.edu). Should notification to all potential offerors of answers to inquiries be deemed necessary by the Supervising Purchasing Agent, offerors will receive the modification(s) via fax or email only.

If necessary, modifications to this RFO for reasons other than responding to written inquiries will also be issued on an as-needed basis.

V. EVALUATION AND AWARD

University personnel will evaluate all responsive offers to determine the one most advantageous to the University. The University may consider the proposed use of the house in addition to purchase amount.

VI. INSURANCE

The buyer of the solar house will be required to provide proof of insurance as described in Attachment 1 to this RFO. If the buyer will be engaging a separate entity to remove the solar house, then the buyer must cause the separate removing entity to provide proof of insurance as described in Attachment 1.

VII. CONTRACT TO BE SIGNED.

The proposed contract that the buyer and the University will sign is attached to this RFO as Attachment 2. Please read this contract carefully.

As described in Section II of the contract, there will be an "earnest money" aspect to this purchase. The awarded offeror will not be required to make an earnest money deposit, but in the event the awarded offeror fails to perform as required in the contract, then the University is entitled to an earnest money fee in the amount of \$3000 for the trouble it went to in interacting with a non-performing purchaser.

As described in Section III of the contract, there will be a "liquidated damages" aspect to this purchase. Liquidated damages in the amount of \$500 per day will apply beyond the agreed removal date.

Deleted: beginning October 1, 2003.

VII. SPECIFICATIONS

In the Fall of 2002, the University of Colorado competed in the Solar Decathlon, a three-week program of activities on the National Mall in Washington, D.C. The Solar Decathlon is a national competition among fourteen university teams to design, build, and operate a small home office powered entirely by solar energy.

The University of Colorado at Boulder took first place in the Department of Energy's (DOE) Solar Decathlon. The University now seeks offers from potential buyers for the purchase of this Solar House. The House is to be sold on an as-is, where-is basis. The buyer of the House will be responsible for moving the house from its current site on the Boulder Campus. For logistical purposes, the buyer must coordinate this with the University.

The University seeks to sell the Solar House so as to at least breakeven on the project. The University estimates the cost of construction at approximately \$225,000, including construction materials, labor, furnishings, and solar energy systems, of which \$175,000 is an outstanding amount due. The University is looking to recoup as much of its costs as possible through the sale of the Solar House. The University reserves the right to negotiate with potential awardee(s) to maximize its breakeven potential.

Complete information regarding the Solar House is available at the project website. The site features a page dedicated to the house sale and includes a comprehensive set of documents for download. The documents, all in PDF format, include the description the house, its design and construction, the building products and systems, product specifications, house drawings, and analysis of energy performance.

Website for House Information: <http://solar.colorado.edu>

There will be an optional information session and walkthrough of the House as follows:

Date: July 22, 2003
Time: 2:00 p.m.
Location: University of Colorado, Boulder Campus
Fischer Field
West of the Engineering Center and South of the Benson Earth Sciences Building

VIII. SUBMITTAL REQUIREMENTS

Your offer must include the following information in the order given:

1. A statement regarding the proposed plan the house. Specifically, you are encouraged to address the planned location of the house, potential access by the public, and potential access by the CU Solar Decathlon team.
2. When the house will be relocated.
3. Your offered purchase price.
4. Signature Block. This is a required form. The Signature Block must be completed as provided herein.

Deleted: Keep in mind that this must be complete between August 22, 2003, and September 30, 2003.

IX. TERMS & CONDITIONS

This Request for Offer (RFO) contains the terms, conditions, specifications and instructions governing the offers to be submitted and the material to be included therein.

- A. Should any interested offeror find any part of the listed specifications, and/or terms and conditions to be discrepant, incomplete or otherwise questionable in any respect, it shall be the responsibility of the concerned party to call such matters to the immediate attention of the purchasing agent.
- B. Any actual or prospective offeror or contractor who is aggrieved in connection with either the solicitation or subsequent award of a contract may protest to the PSC Director of Purchasing. The protest shall be submitted in writing seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Please note that this RFO is considered to be outside of the State of Colorado Procurement Code and Rules, and therefore the only protest rights of the aggrieved is to the PSC Director of Purchasing.

It is important for offerors to note that a challenge to the solicitation's requirements or specifications should be made within 7 days of when the protestable item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the protest should be submitted within the 7 day time period and must be submitted prior to the opening of the solicitation.

Announcement of the winning offeror will be made via facsimile letters and/or email notification to all offerors. The requirement for timely submission of any protest (7 working days) will begin on the first working day following announcement.

- C. Submission of an offer shall constitute your agreement to the terms incorporated in this Request for Offers. These terms shall remain in effect during the life of the resulting contract.
- D. Any requests for nondisclosure of trade secrets and other proprietary/confidential data shall be submitted by the offeror directly to the purchasing agent in a separate package from the offers, who then shall examine the request for validity. If the parties do not agree as to the disclosure of data, the purchasing agent shall inform the offeror in writing what portions of the offers will be disclosed, and that unless the offeror protests under the above-prescribed procedure, the RFO information will be disclosed. After award, the offers shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data. Material designated as proprietary/confidential by the offeror shall accompany the offer, and shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion.
- E. The University reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received if deemed in the best interest of the University to do so
- F. Failure of the offeror to provide in his/her offer any information requested in this RFO may result in disqualification of the offer and shall be the responsibility of the proposing individual or firm.
- G. All material submitted regarding this RFO becomes the property of the University and will only be returned to the offeror at the University's option. In accordance with the Freedom of Public Information Act, responses may be reviewed by any interested person(s) after final selection and award has been made.
- H. The University is not liable for any cost(s) you incur as part of this transaction.

- I. Your offer must be signed by persons(s) authorized to legally bind you and/or your company. All offerors will be deemed to have studied and examined all facilities and all relevant documents before proposing. It shall be your responsibility to thoroughly familiarize themselves with the provisions of these specifications. The University is not required to give consideration to any claim of misunderstanding.
- J. A condition of your response shall be that the contract resulting shall be in the form required by current Colorado statutes, fiscal rules, and procurement rules. The contract will include all such terms and conditions required by these statutes and rules. In the event that your forms (or parts of forms) are included as attachments or exhibits in the final contract, you agree that where there are contradictions or inconsistencies, the terms of the contract shall always supersede, manage, and control those of any such attachment or exhibit. Further, the terms of the RFO and of the successful offeror's response to the RFO shall be incorporated in to the final contract, with the contract taking precedence over either the RFO or the offer, and the RFO taking precedence over the offer in the even the documents conflict.

Also, the contract will state that Colorado law shall govern the contract and that the Offeror must agree to indemnify the University. The University is precluded from indemnifying any parties, including vendors. The following language shall appear in the contract:

“The Contractor 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 Contractor, or its employees, agents, subcontractors or assignees pursuant to the terms of this Contract.”

- K. The offeror avers that, to his/her knowledge, no University employee, or member of the Board of Regents has any personal or beneficial interest whatsoever in the service or property described herein.
- L. No part of the contract resulting from this offer may be assigned and/or any of its rights and obligations hereunder without prior written consent of the University.
- M. Offers shall remain open for acceptance and be irrevocable for a period of ninety (90) calendar days from the closing date. The University reserves the right to reject any or all offers. The highest offer will not necessarily be accepted. After submission of an offer, and before acceptance of any offer by the University, the University may request, and offeror shall furnish, such additional information as needed to make a determination of award.
- N. Immediately after the receipt of award, the contractor's designee shall begin coordinating with the University to ensure expedient fulfillment of all its obligations.
- O. No offer will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or in default to the University for delinquent taxes or assessments or any debt or contract whether as defaulter or bondsman; or who has defaulted upon any obligation to the University by failing to perform satisfactorily any previous agreement or contract within the past three years.
- P. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decisions of the duly designated representative of the University shall be final.

- Q. At any time prior to the hour and date set for the opening of offers, you may withdraw your offer. This will not preclude your submission of another offer prior to the hour and date set for the opening of offers.

XI. SIGNATURE BLOCK
SUBMIT THIS PAGE WITH YOUR OFFER

By signing below, you agree to all terms & conditions in this RFO, except where expressly described in your cover letter.

Original Signature by Authorized Officer/ Agent

Vendor's Tax ID Number (FEIN or SSN)

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

E-Mail Address

Offer Valid Until (at least for 90 days)

Website Address

SUBMIT THIS PAGE WITH YOUR OFFER

**ATTACHMENT 1
INSURANCE REQUIREMENTS**

The Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

If requested by the University, the Contractor must supply copies of all policies and endorsements described below prior to execution of any contract with the University.

COVERAGES

1. **Commercial General Liability** – ISO 1998 Form or equivalent. Coverage to include:

Premises and Operations
Personal/ Advertising Injury
Products/Completed Operations
Liability assumed under an Insured Contract (including defense costs assumed under contract)

2. **Automobile Liability** including all:

Owned Vehicles
Non-owned Vehicles
Hired Vehicles
Personal Injury Protection (where applicable)

3. **Workers compensation:**

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

LIMITS REQUIRED

The Contractor shall carry the following limits of liability as required below:

Commercial General Liability:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/ Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

Automobile Liability:

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection	Statutory

Workers Compensation:

Coverage A (Workers Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000
	\$500,000
	\$100,000

ADDITIONAL REQUIREMENTS

The Contractor shall name "The Regents of the University of Colorado, a body corporate, and its officers, employees, agents, and volunteers" as Additional Insures (ISO Form CG 2010, 1997 Edition or equivalent). The Contractor shall provide the University of Colorado Certificate of Insurance Form prior to entering onto University premises. The Form is included on the following page. Further, all policies of insurance described above shall:

1. Be on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
2. Include a Waiver of Subrogation Clause.
3. Include a Separation of Insureds Clause (Cross Liability).
4. Policy may not be non-renewed, cancelled or materially changed or altered unless sixty (60) days advance written notice via certified mail is provided to the University.

The Contractor shall promptly advise the University in the event any general aggregates or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the University a new Certificate of Insurance Form showing such coverage is in force.

**ATTACHMENT 2
CONTRACT**

**AGREEMENT BETWEEN
[OFFEROR]
AND
THE REGENTS OF THE UNIVERSITY OF COLORADO**

This agreement ("Agreement," "Contract") is made this ___ day of _____, 2003, by and between [Offeror] ("Contractor") and The Regents of the University of Colorado, a body corporate, contracting on behalf of the University of Colorado at Boulder ("University"), together hereinafter "the parties".

RECITALS

WHEREAS, the University wishes to sell a solar house as described herein;

WHEREAS, Offeror wishes to buy the solar house described herein.

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS.

A. "RFO" means the University's Request for Offers # CU-DHHOUSE-O and its written clarifications. The RFO is attached hereto as Exhibit 1 and incorporated herein by this reference.

B. "Response" means the Contractor's response to the RFO. The Response is attached hereto as Exhibit 2 and incorporated herein by this reference.

II. TERM AND TERMINATION.

The term ("Term") of this Agreement shall begin on August 1, 2003 and end when the solar house has been removed from University property, estimated to be by September 30, 2003. In the event that Offeror does not remove the solar house by September 30, 2003, the University shall have the option to terminate this Agreement immediately and enter into a new agreement with another offeror. Either party may terminate this Agreement for default as described in Section VII. In the event the Offeror terminates this Agreement due to default by the University, then the University shall, within thirty days of the default of the University, return the amount of the payment already made to the University for the solar house. In the event the University terminates this Agreement (i) because the Offeror has failed to remove the solar house by the date specified above; or (ii) due to default by the Offeror, the University shall, within thirty days of the occurrence of the event(s) described in subsections (i) and (ii) of this section, return the amount of the payment already made to the University for the solar house, less an "earnest money" fee of \$3,000.00. If the amount of money already in the possession of the University is insufficient to cover the earnest money fee, then the Offeror shall pay the difference to the University within thirty days of the occurrence of the event(s) described in subsections (i) and (ii) of this section.

III. SCOPE OF WORK.

Offeror, in coordination with the University's College of Engineering representative, shall remove the solar house from University property between the dates of August 22, 2003, and September 30, 2003, inclusive. It is understood that removal of the solar house will require coordination with other University departments, including but not limited to, Facilities Management and Parking & Transit Services, with such coordination to be also handled by the College of Engineering representative. Before removal of the solar house may proceed, Offeror shall:

- A. Pay to the University by cashier's check, the amount set forth in Section IV below, and such check must have cleared out of the bank's account and into the University's account.
- B. Provide proof of insurance as described in Attachment A to this Agreement, for the entity that shall actually remove the solar house from University property.

It is understood that the University is selling the solar house "as-is, where-is" and makes no representation or warranty as to its merchantability or fitness for any particular purpose.

It is further understood that liquidated damages in the amount of \$500 per day will apply beginning October 1, 2003, for each day the [Offeror] has failed to remove the solar house as described herein, and where the University has not cancelled the agreement as described in Section II.

IV. FEES AND PAYMENT TERMS.

[Offeror] shall pay to the University the sum of \$_____ (***) in order to own the solar house. [Offeror] shall be responsible for all costs and expenses required for removal and ownership of the solar house.

V. GOVERNMENTAL IMMUNITY.

It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by University of its governmental immunity or of the governmental immunity of the State of Colorado, as an express or implied acceptance by University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as a pledge of the full faith and credit of the State of Colorado, or as the assumption by the University of a debt, contract or liability of the Contractor in violation of Article XI, Section 1 of the Constitution of Colorado.

VI. COORDINATION THROUGH UNIVERSITY'S REPRESENTATIVE.

Offeror shall coordinate all activities required for removal of the solar house through the University's representative, Mr. Michael Brandemuehl, or his delegee.

VII. DEFAULT AND TERMINATION.

An event of default is:

- A. A proceeding in receivership, liquidation or insolvency commenced against a party or its property, and the same be not dismissed within thirty (30) days; or

B. A party making any assignment for the benefit of its creditors, becoming insolvent, ceasing to do business as a going concern, or seeking any arrangement or compromise with its creditors under any statute or otherwise; or

C. A failure by either party to comply with any material obligation under this Agreement, which non-compliance remains uncured for more than five (5) days after receipt of written notice thereof, provided however, that if the nature of the failure is such that it cannot reasonably be cured within such five (5) day period, the cure period shall extend so long as the non-complying party begins to take action to substantially cure the failure within such five (5) day period and thereafter prosecutes such cure to completion with due diligence and in good faith.

If an event of default occurs, the non-defaulting party may then terminate this Agreement by giving written notice to the defaulting party. Except as otherwise specifically stated herein, remedies, as set forth herein, shall be cumulative and there shall be no obligation to exercise a particular remedy.

VIII. FORCE MAJEURE.

Neither party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state or the United States in either its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party.

IX. WAIVER.

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

X. PARTIAL INVALIDITY.

Should any part of this Agreement, for any reason, be declared invalid by a court of competent jurisdiction, the remaining portion shall remain in full force and effect as if this Agreement had been executed without the invalid portion. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XI. GOVERNING LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract.

XII. SUCCESSORS.

This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in interest of the parties hereto.

XIII. HEADINGS.

Headings herein are for reference only and shall not be considered a substantive part of the Agreement.

XIV. REMEDIES NOT EXCLUSIVE.

No remedy conferred hereunder is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

XV. SUBCONTRACTING.

The Contractor may not subcontract any of the services described in this Agreement unless approved beforehand in writing by the University.

XVI. MODIFICATIONS.

No amendment to this Agreement shall be effective unless in writing and signed by the duly authorized representatives of both parties.

XVII. INCORPORATION AND CONTROLLING DOCUMENT.

Attached to this Agreement are a copy of the University's Request for Offers # CU-DHHOUSE-O and its written clarifications as Exhibit 1, and a copy of the Contractor's Response to the Request for Proposal as Exhibit 2. The terms of these documents are incorporated within and made a part of this Agreement. In the event of a conflict between the terms of this Agreement (including Attachment A) on the one hand, and the terms of Exhibits 1 or 2 on the other hand, the terms of this Agreement shall control. In the event of a conflict between the terms of Exhibit 1 and the terms of Exhibit 2, the terms of Exhibit 1 shall control. Contractor acknowledges that the University has relied on the representations made by the Contractor in Exhibit 2 in deciding to enter into this Agreement.

XVIII. ENTIRE AGREEMENT.

The terms and provisions of this Agreement, its attachments, exhibits and amendments, represent the entire understanding of the parties with respect to the subject matter of this Agreement. No representations or warranties are made by Offeror or the University except as herein set forth.

XIX. ASSIGNMENT.

Neither party shall assign any obligation hereunder or assign any interest or right herein without the prior written consent of the other party.

XX. INDEPENDENT CONTRACTOR.

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF THE UNIVERSITY. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR

SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, INCLUDING ALL FEDERAL AND STATE INCOME TAX AND LOCAL HEAD TAX AND ANY MONIES PAID PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR A THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR 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 CONTRACTOR, ITS EMPLOYEES AND AGENTS.

XXI. INDEMNIFICATION.

The Contractor shall indemnify, save, and hold harmless the University, 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 Contractor, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement.

XXII. SURVIVAL OF PROVISIONS.

Sections IV, V, XI, XVII, XVIII, XX and XXI shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**THE REGENTS OF THE UNIVERSITY
OF COLORADO, A BODY CORPORATE**

CONTRACTOR

By _____

By _____

Printed Name

Printed Name

Title

Title

Date

Date