



Job Order Contracting (JOC) Request for Qualifications (RFQ)
General Information and Selection Process

A. GENERAL INFORMATION

All responses to the Request for Qualifications (RFQ) should follow the format and order described in the “Proposal Contents” section below; this will allow a standard basis for evaluation. Failure to follow the instructions regarding format and order may result in rejection of your Proposal.

If the Proposer is a corporation or other legal entity, the Proposal must be signed by the legal name of the corporation followed by the name of the state of incorporation or organization and the legal signature of an officer or other person authorized to bind the corporation or other legal entity to a contract.

1) DEFINITION OF “PROPOSER” AND “PROPOSAL”

Wherever the word “Proposer” is used in this RFQ, it shall mean each or any of the individuals, firms, partnerships, joint ventures, corporations or other legal entities, submitting their qualifications under this RFQ. Wherever the word “Proposal” is used in this Request for Qualifications, it shall mean the statement of qualifications submitted by a Proposer.

2) LICENSE IN ARIZONA.

All contractors engaged in ASU construction shall be licensed by the Registrar of Contractors in the State of Arizona for the types of work (construction) included in the project. Each Proposer must hold a current license of the appropriate category issued by the Arizona Registrar of Contractors at the time the Proposer submits its Proposal.

3) ARIZONA OFFICE

The successful Proposer will be required to have an office in the State of Arizona. If one does not already exist, the selected firm shall establish an office in Arizona within 30 days after the date of Owner’s letter of intent to award contract. An office within the state is evidenced by a mailing address, telephone number, payment of utilities, registration with the Corporation Commission, and possession of appropriate business licenses.

4) ACCEPTANCE OF CONTRACT DOCUMENTS

RFQ forms and Agreement for this project include:

- JOC General Information and Selection Process
- JOC Attachments and Forms
- Standard Form of Agreement between Owner and Contractor for Job Order Contracting (JOC Agreement)

If selected as a JOC for this project, the undersigned agrees to execute the form of contract documents. The Proposer understands that any exceptions taken to the form of contract documents that are not accepted and/or approved by ASU may be a basis for rejection of the Proposer’s Proposal as non-responsive. The Proposer also understands that ASU may make changes in the standard form of contract documents and that therefore the form of contract documents presented to the successful Proposer may be different from the form of contract documents referred to above, in which case the successful Proposer will be given the opportunity to review the changes.

This RFQ, any addenda to this RFQ issued by ASU, and the Proposal of the successful Proposer are included in the contract documents.

5) TEAM APPROACH

ASU intends to form a team (consisting of the ASU as the owner, the JOC) that will work well together in a cooperative and mutually supportive manner for the benefit of all the members of the team. The desire is a “team” or “win-win-win” arrangement. Team members will focus on this over-all objective and not on protecting their own individual interests. The following will be the team goal:

ASU has set the goal for the Project as completion of a quality Project meeting ASU’s needs, within ASU’s budget, within ASU’s time schedule at a reasonable and appropriate cost to ASU and with a reasonable and appropriate fee for the JOC.

The Proposal should display clearly and accurately the capability, knowledge, experience and capacity of the Proposer to meet the requirements of this RFQ.

6) RESTRICTION ON COMMUNICATIONS

Proposers and members of their teams shall not communicate concerning this RFQ with any ASU Project Manager, Selection Committee members, students, or employees of ASU, except as stipulated in the RFQ. Failure to abide by this requirement may result in rejection of the Proposer’s Proposal.

7) DELIVERY OF PROPOSAL IN RESPONSE TO THIS RFQ

See RFQ Part 4 for more details and how to outline your proposal. Proposals must be delivered so as to be actually received by ASU on or before the time and date set for submittals, as reflected on the cover page of the RFQ.

8) WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn either personally or by written request any time before the scheduled opening date and time, but not after.

9) NO ASU OBLIGATION

This RFQ does not obligate ASU to pay any costs incurred in the preparation and submission of Proposals or in negotiating a contract with any Proposer.

10) PROPRIETARY INFORMATION

If a Proposer is submitting any information it considers proprietary, the Proposer must place it in a separate envelope and mark it “Proprietary Information”. If the Director of ASU Purchasing and Business Services concurs, this information will not be considered public information. The Director of ASU Purchasing and Business Services is the final authority as to the extent to which material is considered proprietary or confidential. ASU shall have no liability for disclosure or use of unmarked data. Unless identified, information submitted in a Proposal may be disclosed pursuant to applicable Arizona Public Records Law and other applicable Arizona Revised Statutes.

B. REGULATORY INFORMATION

1) HISTORIC PRESERVATION

No Historic Preservation issues are anticipated on these projects. ASU will coordinate with Arizona's State Historic Preservation Office (SHPO) should any issues arise. For more information refer to the [ASU Facilities Development and Management \(FDM\) Project Guidelines](#)

2) SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS

The Owner, the JOC, and each Subcontractor shall include small businesses and disadvantaged business enterprises in the construction of the projects so long as this would result in services that are comparable in quality and would not result in a material increase in costs of the Project. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB and SDB") Contractors. If subcontracting (Tier 2 and higher) is necessary, proposer (Tier 1) will make every effort to use SB and SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB and SDB participation. **A description of the proposers expected efforts to solicit SB and SDB participation should be enclosed with your proposal.**

Note: A Disadvantaged Business is a business that meets either the Arizona or Federal Small Business definition or is a Woman-Owned Business Enterprise (WBE), or Minority-Owned Business Enterprise (MBE), or Disadvantaged/Disabled-Owned Business Enterprise (DBE).

3) WARRANTIES

In addition to any implied warranties, Contractor warrants to ASU that: 1) the Goods/Services will be free from any defects in design, workmanship, materials, or labor; 2) all of the Services will be performed in a professional and workmanlike manner and in conformity with highest and best industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; 3) Contractor will comply, and will be responsible for ensuring Contractor Parties, as defined below, comply with all applicable laws, rules, and regulations in the performance of the Agreement; 4) Contractor owns or has sufficient rights in the Goods/Services that they do not infringe upon or violate any Intellectual Property, as defined below, of any third parties, and are free and clear of any liens or encumbrances; 5) any data, code, or software developed or delivered by Contractor to ASU will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; 6) all sensitive data, personal data, and personally identifiable data, as those terms may be defined in applicable laws, rules and regulations (PII) provided by Contractor to ASU was obtained legally and Contractor has obtained all requisite permissions from the individuals whose PII is being provided for (a) Contractor to provide the PII to ASU, and (b) ASU to use the PII for the purposes and in the jurisdictions set forth in the Agreement; 7) the prices of Goods/Services in the Agreement are the lowest prices at which these or similar goods or services are sold by the Contractor to similar customers in similar quantities. In the event of any price reduction between execution of the Agreement and delivery of the Goods/Services, ASU shall be entitled to such reduction, and 8) all Goods/Services delivered by Contractor will conform to the specifications, drawings, and descriptions set forth in the Agreement, and to any samples furnished by Contractor. In the event of a conflict among the specifications, drawings, samples, and description, the specifications will govern.

4) **AUTHORIZED PRESENCE REQUIREMENTS**

As required by Arizona Revised Statutes §41-4401, the University is prohibited from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). The Contractor warrants that it and its subcontractors comply fully with all applicable immigration laws, rules, and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

5) **WEAPONS, EXPLOSIVES, AND FIREWORKS**

The university prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of the university or its affiliated or related entities, in all university residential facilities (whether managed by the university or another entity), in all university vehicles, and at all university or university-affiliate sponsored events and activities, except as provided in §12-781 of the Arizona Revised Statutes or unless written permission is given by the ASU Police Department (ASU PD). Notification by vendors to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of vendor (Vendor Parties) of this [policy](#) is a condition and requirement of the contract. Vendor further agrees to enforce this contractual requirement against all Vendor Parties.

6) **ASU IS TOBACCO FREE**

ASU recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Beginning Aug. 1, 2013, tobacco will be prohibited on university property, facilities, grounds, parking structures, university-owned vehicles and structures owned or leased by the university. ASU is joining 800 colleges and universities in protecting its students, faculty, staff and visitors from the health hazards of secondhand smoke. For additional information see [Live Well @ ASU](#).

7) **HIPAA REQUIREMENTS**

To the extent applicable to any contract resulting from this RFQ, the Proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. **Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer's breach of its obligations under this paragraph.**

8) **BACKGROUND CHECKS**

Contractor will exclude from any direct participation in Contractor's performance under the Agreement, any unqualified persons. In addition, at the request of ASU, Contractor will, at Contractor's expense, conduct reference checks and employment, education, SSN trace, National Sex Offender Registry, and criminal history record checks (collectively, Screenings) on requested persons employed or contracted by Contractor to perform work under the Agreement.

Contractor will maintain as part of the records Contractor is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Contractor will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.

9) AMERICANS WITH DISABILITIES ACT AND REHABILITATION ACT

To the extent applicable, Contractor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time (ADA Laws). All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with ADA Laws. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

10) FOREIGN CORRUPT PRACTICES ACT/UK BRIBERY ACT/ LOCAL ANTI-CORRUPTION LAW COMPLIANCE

Contractor warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Contractor's work under the Agreement, Contractor will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of the Agreement.

11) BUSINESS CONTINUITY PLAN

If requested by ASU, Contractor will provide to ASU, within 30 days after such request, a comprehensive plan for continuing the performance of its obligations during a Public or Institutional Emergency (the Business Continuity Plan). The Business Continuity Plan, at a minimum, will address the following: 1) identification of response personnel by name; 2) key succession and performance responses in the event of sudden and significant decrease in workforce; 3) contingency plans for the Contractor to continue the performance of its obligations under the Agreement, despite the emergency and 4) if Contractor will store, have access to, or otherwise process any ASU Data, a data recovery plan that includes the following: identification of data recovery personnel by name, how ASU Data will be recovered, recovery point and recovery time objectives, and steps to be taken to recover ASU Data. If ASU requires a data recovery plan, upon ASU's request, Contractor will provide ASU with evidence that Contractor annually tests the data recovery plan. In the event of a Public or Institutional Emergency, Contractor will implement the applicable actions set forth in the Business Continuity Plan and will make other commercially practicable efforts to mitigate the impact of the event. For clarification of intent, Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a Business Continuity Plan, unless otherwise agreed to by ASU in writing. A Public or Institutional Emergency means a natural or human made event that creates a substantial risk to the public, that causes or threatens death or injury to the general public, or that causes a significant disruption to the day-to-day business operations of ASU.

12) PARKING

Contractor will obtain all parking permits and/or decals required while performing any work on ASU premises. If needed, Contractor should contact [ASU Parking and Transit](#).

13) CAMPUS DELIVERIES AND MALL ACCESS

Contractor will familiarize itself with ASU parking, campus delivery options, and loading zones. Not all campus buildings are directly accessible and some require Contractor to unload at lots or loading areas that may not be adjacent to the delivery or work location. As a result, Contractor must then transport Goods by using electric style golf carts, dolly, or other manual device across pedestrian malls. Many campuses include features and pedestrian malls that may have limited access for Contractor vehicle and carts. Walk-Only Zones prohibit access to all wheeled traffic during enforcement times, and deliveries or work requiring vehicular or cart access may need to be arranged outside of enforcement times. For details about parking permits, Contractor permits, loading zones, mall access, and pedestrian mall restrictions, go to <http://cfo.asu.edu/pts>. For additional information, go to <http://walk.asu.edu>.

14) ADVERTISING, PUBLICITY, NAMES AND MARKS

Contractor will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding the Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.

15) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

To the extent applicable, Contractor will abide by all laws and regulations that protect the privacy of healthcare information to which Contractor obtains access under the Agreement. Certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ([HIPAA](#)), as codified at 42 U.S.C. § 1320d through d-8, and the federal privacy regulations as contained in 45 CFR Part 164 may apply to Contractor and ASU, and their relationships and operation under the Agreement. If necessary, Contractor and ASU will enter into a standard Business Associate Agreement, and any other required HIPAA agreements. To the extent the terms thereof relate to Contractor's performance under the Agreement, the provisions of the Business Associate Agreement will control.

16) TITLE IX OBLIGATION

Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. ASU's Title IX Guidance is available online. Contractor will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Contractor Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Contractor Parties comply with ASU's Title IX Guidance.

17) NO BOYCOTT OF ISRAEL

To the extent required by ARS § 35-393.01, Contractor certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the Term.

18) GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions the University is committed to buying goods and services from manufacturers and Contractors who share the

University's environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

Proposer shall use environmentally preferable products, materials and companies where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products and companies that serve the same purpose. If two (2) products are equal in performance characteristics and the pricing is within 5%, the University will favor the more environmentally preferable product and company.

If you are citing environmentally preferred product claims, you must provide proper certification or detailed information on environmental benefits, durability and recyclable properties.

The University and the Contractor may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the university's performance needs.

Unless otherwise specified, proposers and contractors should use recycled paper and double-sided copying for the production of all printed and photocopied documents. Furthermore, the documents shall be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.

Proposer shall minimize packaging and any packaging/packing materials that are provided must meet at least one of, and preferably all, of the following criteria:

Made from 100% post-consumer recycled materials

Be recyclable

Reusable

Non-toxic

Biodegradable

Further, proposer is expected to pick up packaging and either reuse it or recycle it. This is a requirement of the contract or purchase order.

C. SELECTION PROCESS

1) EVALUATION

Proposers are cautioned to submit enough information to enable the evaluation committee to fully ascertain each proposer's capability to do all of the requirements contemplated by this solicitation.

All commitments made in the proposal documents may become part of the resultant contract. The data submitted with each proposal should be complete and concise, but not overly elaborate. Excessive reliance on promotional brochures is discouraged.

Evaluation of all Submittals

The selection criteria is very important to ASU. The criteria is listed in order of their relative importance with the more important criteria listed first.

Criteria

- Prime Firm Project Experience and Company Profile
- Prime Team Member Experience
- Contract Management Plan
- Subcontractor Selection Plan
- Safety
- Contractor Fee
- Financial and Additional information

All firms will be ranked in order from highest to lowest based on their proposal content in above criteria. The top firms will be invited back for the short list interviews.

2) INTERVIEWS

It is the desire of the Selection Committee to learn more about the Proposers, especially their ability to provide JOC services of exceptional quality to an institutional client. The Selection Committee may interview each Proposer on the short list so that they may present their credentials, comparable past work and response to presentation topics as requested by ASU Purchasing.

The Selection Committee may also desire to have the Team(s) that each contractor is proposing to be a part of the interview process, and to meet the personnel being proposed to implement the contract on behalf of the company being interviewed. It is not the desire of the Selection Committee to be presented only by principals of the organization.

Typically interviews are scheduled for thirty to forty-five minutes, but not more than one hour. This time limit will be strictly enforced. No more than four representatives of the Proposer's team plus one computer/presentation equipment operator may be present.

The format of the presentation must include responses to the questions provided by the committee.

The order in which the Proposers appear before the Selection Committee will be determined at random. A projection screen will be available; any additional equipment shall be the

responsibility of the Proposer.

Following interviews, each Proposer will be re-ranked from the highest to the lowest.

3) NOTICE OF INTENT TO AWARD OR REJECTION OF PROPOSALS

Following interviews, ASU will issue a Notice of Intent to Award. ASU reserves the right to cancel this RFQ, to reject any or all Proposals, and to waive or decline to waive any irregularities in any submitted Proposals, or to withhold the award for any reason it may determine in the best interest of ASU.

4) CONTRACT AWARD

An ASU Procurement Officer will issue a Standard Form of Agreement between Owner and Contractor for Job Order Contracting (JOC Agreement) for construction services with the highest ranked person(s) or firm(s) at a JOC Fee which the Procurement Officer and CPMG determine to be fair and reasonable. In making this decision, the Procurement Officer and CPMG will take into account the scope, complexity and nature of the services to be rendered.

If the Procurement Officer and CPMG are unable to negotiate a satisfactory contract with the person or firm considered to be the most qualified at compensation the Procurement Officer and CPMG determine to be fair and reasonable, negotiations with that person or firm will be formally terminated. The Procurement Officer and CPMG will then undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject all Proposals.

After receipt of a Job Order Form, the Contractor will submit the Standard Form of Proposal as provided in the RFQ, with a proposed Project Price. When ASU and the JOC agree upon the final price, ASU will issue a purchase order indicating a Notice to Proceed. If negotiations for a price are not successful, ASU may terminate the Job Order Form and proceed with the Project with a different Contractor selected by ASU.