CM@Risk Request for Qualifications (RFQ)

General Information & Instructions

Construction Manager At Risk

Acknowledgement Required – See Attachment 1 in ATTACHMENTS and FORMS at: http://cfo.asu.edu/purchasing-forms
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PART IV: SELECTION PROCESS

A Selection Committee will evaluate the Proposals submitted in response to this RFQ. The evaluation will be to determine the qualifications of the Proposer to perform the Construction Manager at Risk design phase services and construction phase services under this RFQ based on the selection criteria listed above.

In making its determination, the Selection Committee will evaluate the Proposals, information from client references, interviews (for Proposers on the short-list only), and additional information received or obtained by the Selection Committee. The Committee may request or obtain additional information at any time during the selection process through interviews, presentations, correspondence, and visitation of completed projects or otherwise.

SHORT LIST
After receipt of the Proposals, the Selection Committee will use the selection criteria listed above to perform an initial review of all Proposals and will select a short-list of no less than three (3) Proposers and no more than five (5) Proposers, unless there are less than three (3) Proposers.

PROJECT SITE VISIT
The short-list Proposers may be requested to participate in a pre-interview Project site visit with ASU representatives. A maximum of three representatives from each Proposer will participate in the site visit.

INTERVIEWS
It is the desire of the Selection Committee to learn more about the Proposers, especially their ability to provide Construction Manager at Risk design phase services and construction phase services of exceptional quality to an institutional client. The Selection Committee will interview each Proposer on the short-list so that they may present their credentials, comparable past work and any ideas they wish to share with the Selection Committee.

The interviews will usually last forty-five minutes, but not more than one hour, including thirty minutes for the interview, and fifteen minutes for questions from the Committee. This time limit will be strictly enforced. No more than six representatives of the Proposer’s team + one computer/presentation equipment operator may be present. The prospective CMAR Project Manager who will be responsible for the project day-to-day and serve as the main contact with ASU and the prospective Construction Superintendent must both attend.

The format of the presentation is at the discretion of the Proposer but must address the organization and experience of the team, experience of individuals assigned to the project, describe comparable projects by the team members and/or the firm and address any questions that may be asked by Selection Committee members during the interview.

The order in which the Proposers appear before the Selection Committee will be determined by lot. A projection screen may be available; any additional equipment shall be the responsibility of the Proposer.

RANKING
After the interviews the Selection Committee will use the selection criteria listed above to pick the three (3) Proposers deemed to be the most qualified to provide the Construction Manager at Risk design phase services and construction phase services in this RFQ and will rank the three (3) selected Proposers in order of preference.

NOTICE OF INTENT TO AWARD OR REJECTION OF PROPOSALS
The next step will be for ASU to issue a notice of intent to award. ASU reserves the right to cancel this Request for Qualifications, 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. Unless ASU gives written notice otherwise, all Proposals will be held open for a period of ninety (90) days after the date of opening thereof, and ASU will have the right during this ninety (90) day period to accept any Proposal not withdrawn before the scheduled opening date.

NEGOTIATION OF CONTRACT
An ASU Procurement Officer will then negotiate a contract for Construction Manager at Risk design phase services with the highest ranked person or firm at a compensation, which the Procurement Officer determines to be fair and reasonable. In making this decision, the Procurement Officer will take into account the scope, complexity and nature of the services to be rendered. If the Procurement Officer is unable to negotiate a satisfactory contract with the person or firm considered to be the most qualified at compensation the Procurement Officer determines to be fair and reasonable, negotiations with that person or firm will be formally terminated. The Procurement Officer 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.

At the time and in the manner designated in the ASU standard form of Construction Manager at Risk design phase contract documents, the CMAR will submit a proposed Guaranteed Maximum Price and ASU and the CMAR will negotiate a Guaranteed Maximum Price. When ASU and the CMAR agree upon the final Guaranteed Maximum Price, ASU and the CMAR will execute the ASU standard form of Construction Manager at Risk contract documents for construction. If negotiations for a Guaranteed Maximum Price are not successful, ASU may terminate the design phase services contract and proceed with the Project with a different contractor selected by ASU.

REGULATIONS
Should negotiations result in a contract, the agreement will be subject to all the provisions of the Arizona Board of Regents University Procurement Code and will include all the terms, clauses, and conditions required by the University Procurement Code.

DELIVERY OF INSURANCE POLICIES OR CERTIFICATES AND EXECUTION OF CONTRACT DOCUMENTS
Within ten (10) days of receipt of notice of intent to award, the successful Proposer shall deliver to ASU the required insurance policies or certificates in a form satisfactory to ASU. Policies or Certificates must reference the ASU RFQ Project Number and the ASU Project Name. Failure to do so may result in rejection of the successful Proposer’s Proposal and withdrawal of the notice of intent to award. Promptly after ASU receives satisfactory insurance policies or certificates ASU will deliver to the successful Proposer two copies of the form of contract documents to be executed by the successful Proposer. This form of contract documents will be the form in Attachment 16 or ASU’s then current form of contract documents. The successful Proposer shall execute and return to ASU two copies of the contract documents within ten (10) days after receipt of the contract documents. Failure to return the executed copies of the contract documents may result in rejection of the successful Proposer’s Proposal and withdrawal of the notice of intent to award.

PROPOSAL PROTESTS
ASU believes that it can best maintain its reputation for treating contractors and/or suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, Section 3-809, in particular Section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An interested party is an actual or prospective contractor submitting formal sealed qualifications whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective contractor has a direct economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. Second, you must submit the protest in a timely manner. In procurements requesting qualifications/proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before
the closing date for receipt of initial qualifications/proposals shall be filed before the closing date for receipt of initial qualifications/proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of qualifications/proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten (10) days after a contract is awarded in connection with the procurement action. Failure to file a protest in a timely manner shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, area code, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) Detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The response or relief requested. Protests should be directed to:

John F. Riley, C.P.M., Executive Director
Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe AZ 85287-5212

Tel: 480-965-6532
Fax: 480-965-2234

Please note that as the Owner takes protests very seriously, we expect you to do so as well. Frivolous protests will not result in gain for your firm.
PART V: GENERAL INSTRUCTIONS

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.

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.

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.

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.

ACCEPTANCE OF CONTRACT DOCUMENTS
A copy of the current ASU standard forms of contract documents can be accessed at the Internet addresses below. If you do not have access to the Internet contact the Buyer or Office Specialist listed in the RFQ document.

http://cfo.asu.edu/purchasing-forms

Contract and Request for Qualifications (RFQ) forms for this project include:

CM@Risk Tri-University Agreement
CM@Risk General Conditions
CM@Risk Attachments and Forms
CM@Risk General Information & Instructions
CM@Risk RFQ Master

If selected as the Construction Manager at Risk for this project, the undersigned agrees to execute this 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 Request for Qualifications, any addenda to this RFQ issued by ASU, and the Proposal of the
successful Proposer are included in the contract documents.

TEAM APPROACH
ASU intends to form a team (consisting of the ASU as the owner, the CMAR, the design professional, the CMAR’s subcontractors and the design professional’s consultants) 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 design professional, the CMAR, each subcontractor and each design professional consultant.

ASU considers a team approach to be a critical qualification for the CMAR. The team approach may include a formal “partnering” arrangement.

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

RESTRICTION ON COMMUNICATIONS
Proposers and members of their teams shall not communicate concerning this RFQ with the Design Professional for this project, the ASU Project Manager, Selection Committee members, students, or employees of ASU, except as stipulated in INFORMAL INQUIRIES and in INTERPRETATIONS AND ADDENDA above. Failure to abide by this requirement may result in rejection of the Proposer’s Proposal.

PROPOSERS SHALL NOT SUBMIT OR COMMUNICATE IN ANY WAY TO ASU ANY INFORMATION ON FEES, PRICE (HOURLY RATES), MAN-HOURS OR ANY OTHER COST INFORMATION. ARIZONA LAW PROHIBITS ASU FROM CONSIDERING ANY INFORMATION ON FEES, PRICE (HOURLY RATES), MAN-HOURS OR ANY OTHER COST INFORMATION DURING THE REQUEST FOR QUALIFICATIONS COMPETITION. Accordingly, any Proposal that contains any information of this type will be deemed non-responsive, will not be considered and will be returned to the Proposer. This exclusion of information applies to the Proposal, to any interview and to all other aspects of the RFQ competition.

DELIVERY OF PROPOSAL IN RESPONSE TO THIS RFQ
See Part III for more details and how to outline your proposal. Proposal must be delivered so as to be actually received by ASU on or before the day and hour set for receipt of Proposals.

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.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL
No Proposer shall be permitted to submit more than one (1) Proposal for the same project. A proposer that has submitted a sub-consultant proposal to another Proposer is disqualified from submitting a Proposal for the Project as a Proposer directly to ASU. A proposer shall be allowed to submit a sub-consultant proposal to more than one (1) Proposer.

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.
INTERPRETATION OF RFQ DOCUMENTS BEFORE SUBMISSION

INFORMAL QUESTIONS: If you have informal questions about technical information regarding this Request for Qualifications or if you have informal questions about the purchasing process, please contact the Buyer listed in Part I.

FORMAL QUESTIONS: All formal inquiries or requests for significant or material clarification or interpretation, or notification to the Owner of errors or omissions relating to this Request for Qualifications must be on the Pre-Submittal Inquiry Form in Attachment 1, directed by email, in writing, or facsimile, to the Buyer list in Part I.

Note: ASU may answer informal questions orally. ASU makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this RFQ. Proposers shall not rely on any verbal responses from ASU. If you have formal questions about any part of this Request for Qualifications, which could result in a material issue or a formal amendment to this RFQ, see INTERPRETATIONS AND ADDENDA below.

INTERPRETATIONS AND ADDENDA
Should a Proposer find any ambiguity, inconsistency or error in the RFQ or should the Proposer be in doubt as to its meaning, he or she shall at once notify the Buyer, in writing, who will send a written addendum either by facsimile or E-mail to all Proposers who are on record with the Buyer as having been sent a copy of the RFQ. Neither ASU nor its representatives will be responsible for oral instructions or information. Interpretation or correction of the RFQ will be made only by written addendum, which will be mailed or delivered to each Proposer of record. ASU is not responsible for any other explanations or interpretations of the RFQ.

If a Proposer on the Final List at the end of the competition should fail to receive any addendum or should fail to acknowledge receipt of same, the Proposer shall have the option of staying on the Final List under the terms of the RFQ including the addendum or of withdrawing from the Final List in which event the next most qualified Proposer will be added to the Final List. ASU is not responsible for assuring delivery of addenda to any Proposer. Addenda are always posted on the ASU Bid Board at www.asu.edu/purchasing/bids. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest or reissue of the Request for Qualifications.

The Proposers shall acknowledge receipt of addenda in the space provided on the Proposal Certification Form (see Attachment 4).

Requests must be submitted on a copy of the Pre-Submittal Inquiry Form in Attachment 1 to this RFQ. All formal inquiries must be received by ASU at least seven (7) calendar days before the time and date set for submission of Proposals and closing this RFQ. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

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.

CAMPUS DELIVERIES AND MALL ACCESS. Venders and contractors should familiarize themselves with the ASU parking, campus delivery options and loading zones. Not all campus buildings are directly accessible and some require vendors to unload at lots or loading areas that may not be directly adjacent.
to the delivery or work location. As a result venders and contractors 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 vendor vehicles and carts. **Walk-Only Zones prohibit access to all wheeled traffic during enforcement time and deliveries or work requiring vehicular or cart access may need to be arranged outside of the restricted hours.** For details about parking permits, vendor permits, loading zones, mall access, and pedestrian mall restrictions, visit parking.asu.edu. For additional information, go to [http://walk.asu.edu/](http://walk.asu.edu/).
PART VI: REGULATORY INFORMATION

CONFLICT OF INTEREST / COMMITMENT
The Proposer’s attention is directed to the provisions of Arizona State University’s Purchasing and Business Services, Policy and Procedures Manual, PUR 103 Conflict of Interest, Revision date, November 15, 2000, as it may be applicable to each individual Proposer. A copy of this policy is available at: http://www.asu.edu/aad/manuals/acd/acd204-08.html

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS
The Owner, the CMAR, and each Subcontractor shall include small businesses and disadvantaged business enterprises in the design, engineering and construction of the Project 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. A report will be required at the beginning of the project indicating the overall proposed extent of SB, SDB and DB participation; and at the conclusion of the project indicating the overall extent of SB, SDB and DB participation.

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).

NONDISCRIMINATION
The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

LEGAL WORKER REQUIREMENTS FOR SERVICE AND CONSTRUCTION CONTRACTS
As required by Arizona Revised Statutes §41-4401, the University is prohibited after September 30, 2008 from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The Contractor warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the University. The University retains the right to inspect the records of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with this requirement.
VETERAN’S PREFERENCE
Contractor agrees to provide preference in initial employment for U. S. veterans by:
Adding points to the raw score of a numerically scored screening instrument, or
Hiring a veteran if, at the conclusion of the search process, a veteran is one of a number of comparably
qualified candidates.

For purposes of this section, “veteran” means: an honorably separated person (honorable or general
discharge) who served on active duty (not active duty for training) in the Armed Forces:
• during any war declared by Congress
• during the period April 28, 1952, through July 1, 1955;
• for more than 180 consecutive days, any part of which occurred after January 31, 1955, and
before October 15, 1976;
• during the Gulf War period beginning August 2, 1990, and ending January 2, 1992; or
• for more than 180 consecutive days, any part of which occurred during the period beginning
September 11, 2001, and ending on the date prescribed by Presidential proclamation or by law
as the last day of Operation Iraqi Freedom; or
• in a campaign or expedition for which a campaign medal has been authorized, such as El
Salvador, Lebanon, Granada, Panama, Southwest Asia, Somalia, and Haiti.

Medal holders and Gulf War veterans who originally enlisted after September 7, 1980, or entered on
active duty on or after October 14, 1982, without having previously completed 24 months of continuous
active duty, must have served continuously for 24 months or the full period called or ordered to active
duty. Effective on October 1, 1980, military retirees at or above the rank of major or equivalent, are not
entitled to preference unless they qualify as disabled veterans.

AIR POLLUTION EMERGENCY PROCLAMATION
In accordance with an executive order titled ‘Air Pollution Emergency Proclamation’ modified by
the Governor of Arizona on July 16, 1996, ASU requests that all products used in the
performance of any contract that results from this solicitation be of low- or no-content of reactive
organic compounds to the maximum extent possible.

WASTE CONTAINERS
Contractors using waste containers must use and order them through ASU Grounds
Maintenance Department. Anytime a waste container is ordered a review will be done at that
time to see if a metal recycling container would also be applicable and if so, would be provided
to the project at no charge as long as this container is not contaminated with other refuse.

SUSTAINABILITY
Arizona State University is dedicated to acquiring products and services that meet Sustainability
requirements for the purpose of judging Sustainability the following description applies:
A process of current or developing business practices and technologies that restore and enhance the
environment by supplying products and services that have a lesser or reduced effect on human health
and the environment when compared with competing products or services that serve the same purpose.
This comparison may consider raw materials acquisition, production, manufacturing, packaging,
distribution, reuse, operation, maintenance or disposal of the product or service.

ASU WEAPONS POLICY
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. ASU’s policy may be accessed through the following web page: http://www.asu.edu/aad/manuals/pdp/pdp201-05.html.

**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, go to https://eoss.asu.edu/tobaccofree.

**GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS**
In order to reduce the adverse environmental impact of our purchasing decisions we are committed to buy goods and services from manufacturers and suppliers who share our 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/Bidder shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products that serve the same purpose. If two products are equal in performance characteristics and the pricing is within 5%, the university will favor the more environmentally preferable product.

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 supplier 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, bidders/proposers and contractors shall 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/Bidder shall provide packaging/packing materials that meet at least one of, and preferably, all of the following criteria:
- Made from 100% post-consumer recycled materials;
- Be recyclable;
- Reusable;
- Non-toxic;
- Bio-degradable

**Note:** The Supplier Sustainability Questionnaire must be completed and returned with your Bid/Proposal. This information will be used as part of the evaluation criteria for Supplier/Proposer sustainability efforts. (11/06/07)

**ASU SUSTAINABILITY MANDATES**
The university believes colleges and universities must exercise leadership in their communities and
throughout society by modeling ways to minimize global warming emissions ASU further believes that colleges and universities that exert leadership in addressing climate change will stabilize and reduce their long-term energy costs, attract excellent students and faculty, attract new sources of funding, and increase the support of alumni and local communities.

ASU SUSTAINABLE FACILITY POLICIES
Since President Michael Crow became president in 2002, ASU has instituted the following environmentally-friendly policies affecting university facilities:

- All new campus construction will be built to at least the U.S. Green Building Council's LEED Silver standard or equivalent.
- Adopt an energy-efficient appliance purchasing policy requiring purchase of ENERGY STAR certified products in all areas for which such ratings exist.
- Begin purchasing or producing at least 15% of the institution’s electricity consumption from renewable sources.
- Adopt measures to reduce waste.

Arizona State Sustainable Facility Policies
ASU is also subject to mandates from legislative, gubernatorial, and other state entities. Arizona Governor Janet Napolitano has issued three executive orders since 2004, each of which requires specific actions by ASU facilities managers.

- Executive Order 2004-28: Implementation of 5% Water Use Reduction Plan. The order required state agencies to reduce water use by 5% between FY 04 and FY 05. This executive order also reiterates HB 2276, which requires state agencies to install, when reasonable to do so, water free urinals when constructing new buildings.

- Executive Order 2005-05: Implementing Renewable Energy and Energy Efficiency in New State Buildings. Requires that new, state-funded facilities be designed and constructed to derive at least 10% of their energy from renewable resources and that all new buildings include new energy-efficient standards and that all new state-funded buildings meet or exceed LEED Silver certification.

- Executive Order 2007-03: Improving Air Quality. Requires that all state agencies: cease the use of leaf blowers, gasoline powered lawn mowers, and all other pollution causing landscape maintenance equipment; use only low emission gas cans; to require buyers of state agency lands to mitigate pollutants; to mitigate construction pollutants and suppress construction dust; to give incentives to bidders that use equipment retrofitted with diesel retrofit kits, newer clean diesel technologies, biodiesel, or other fuels known to be cleaner than petroleum diesel.

- The Arizona Corporation Commission voted Oct. 31, 2006, to require that 15 percent of the state’s energy production will come from renewable energy resources by 2025.

OTHER OPPORTUNITIES WITH ASU NOT RELATED TO THIS SOLICITATION
The ASU Alumni Advantage
Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for ASU’s 300,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with ASU, the largest university in the United States, your company can stand above the competition. ASU alumni represent a responsive target market for your product or service.

- Alumni live worldwide.
- 70 percent of alumni reside in Arizona.
- More than 160,000 alumni live in Maricopa County.
• 11 percent of alumni reside in California.
• 75% of ASU alumni are under the age of 45.
• More than 64% of ASU alums graduated since 1984.
• More than one-third hold graduate degrees.
• More than 70 percent of ASU alumni are actively employed.
• 30 percent of alumni earn between $60,000 and $90,000 annually.
• 25 percent of ASU alumni earn more than $90,000 annually.

Specific partnership opportunities exist in a variety of areas.
• Advertise in the quarterly ASU Magazine, mailed to more than 260,000 homes around the world. ASU Magazine is the largest circulation magazine in the Southwest. Our rate card is available for download. Asu.edu/alumni.
• Sponsor one of the Association’s many programs and events and receive recognition and access to targeted audiences. Events include: Founder’s Day in March, Senior Send off in April, Homecoming in the Fall, Travel shows, Career Fairs and many more! Costs from $500 to $2500.
• Create a unique partnership with us to suit your needs.
• Establish benefits for ASU alumni by offering targeted discounts and services.
• Advertise on this Web site or on our 55 Chapter/Club websites or in our electronic newsletters, sent out to more than 80,000 people monthly. Cost is $1000 per mo per each advertising venue.

Your business partnership contact is Rhonda McClintock. Contact her today to start doing business with the Sun Devil nation. (480) 965-5051.

**Intercollegiate Athletics**
Sun Devil Sports Marketing is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics, including on-premise signage, TV, radio, print, internet, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Steve Hank at 480-727-0104 or at steven.hank@asu.edu.