REQUEST FOR PROPOSAL

OWNER’S REPRESENTATIVE SERVICES FOR
HERALD EXAMINER TENANT IMPROVEMENT PROJECT

RFP 222001

DUE: 3:00 P.M., MST, 04/14/2020

Deadline for Inquiries 3:00 P.M., MST, 03/31/2020
Time and Date Set for Closing 3:00 P.M., MST, 04/14/2020
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SECTION I – REQUEST FOR PROPOSAL

RFP 222001

Arizona State University is requesting proposals from qualified firms or individuals for Owner’s Representative Services for Herald Examiner Tenant Improvement Project.

Your proposal must be emailed to PurchasingConstruction@asu.edu on or before 3:00 PM, MST, 04/14/2020 at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals via Zoom https://asu.zoom.us/j/755164033. No proposals will be accepted after this time. All times noted are Mountain Standard Time (MST) and Daylight Savings Time is NOT observed. No telephone, hard copy, or facsimile proposals will be considered.

The list of the proposers will then be available on the Bid Board at https://cfo.asu.edu/construction-facilities-bid-board. No other public disclosure will be made until after award of the contract.

ARIZONA STATE UNIVERSITY

Kevin Hall
Senior Buyer
Kevin.Hall@asu.edu
SECTION II – PURPOSE OF THE RFP

1. **INTENT**

Arizona State University (ASU), specifically, the ASU Capital Programs Management Group (CPMG) and the Office of the University Architect (OUA) are seeking proposals from qualified firms or individuals for Owner’s Representative Services.

2. **BACKGROUND INFORMATION**

ASU is planning to move its operations from the ASU California Center located at 725 Arizona Avenue, Santa Monica, CA 90401, to the Herald Examiner Building located at 1111 South Broadway, Los Angeles, CA 90015.

The ASU California Center is a convenient gateway to the academic and research excellence that defines our New American University. It welcomes students, families, alumni and friends, offering nearby access to a diverse array of ASU programs and services. The Center also supports ASU’s function as a dynamic venture catalyst and technology hub.

The new ASU California Center will be located between West 11th and West 12th Streets, in the South Park neighborhood of Downtown Los Angeles. It is located within the Historic Core and benefits additionally from being in the Historic Broadway Theater District. Designed by Julia Morgan for William Randolph Hearst’s newspaper headquarters, the Herald Examiner Building is an architectural icon on Broadway and was designated as a Los Angeles Historic-Cultural Monument in 1977.

The new site will serve as a gateway in Southern California for ASU, and have a distinctive and welcoming visual identity and will be accessible to members of the ASU community and outside audiences. It will engage multiple audiences, including university leadership, students, future ASU families, the community, and local community leadership.

Building on the work at the ASU California Center, the objectives in the Herald Examiner Building Tenant Improvements (TI) are as follows:

1. Continue to increase enrollment. Enhance ability to recruit California students. Enhance internships/employment for ASU students in Los Angeles. Develop ASU on the ground academic presence.
2. Further develop ASU as a global center for interdisciplinary research. Increase number of local Los Angeles research, corporate and strategic partners. Enhance through leadership and co-develop solutions for the issues facing Los Angeles. Create Los Angeles hub for innovation and entrepreneurship.
4. Enhance ASU brand. Increase ASU’s visibility in Los Angeles. Program Herald Examiner Building to be a showcase for ASU in California designed to serve all learners.

Arizona State University is a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising four differentiated campuses positively impacting the economic, social, cultural and environmental health of the communities.
it serves. Its research is inspired by real world application blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 100,000 students in metropolitan Phoenix, Arizona, the nation's fifth largest city. ASU champions intellectual and cultural diversity, and welcomes students from all fifty states and more than one hundred nations across the globe.

If you would like more information about ASU, visits us at http://www.asu.edu.

3. PROJECT INFORMATION

ASU is the primary tenant and will share the building with two to three smaller restaurant / retail / office tenants who will occupy portions of the first and second floor. The project includes the interior renovation and buildout of approximately 74,000 square feet of existing space on floors 1, 2, 3, 4, and 5 at 1111 South Broadway, Los Angeles, CA 90015.

This project will be built in accordance with the following:

- ASU Project Guidelines (March 2018) https://cfo.asu.edu/design-professionals
- Applicable state and local codes

**Delivery Method**
Construction Manager @ Risk

**Construction Manager at Risk (CMAR)**
Matt Construction

**Design Professional (DP)**
Gensler
Reference the following files:
- 2020 03 02 Herald TI DD Drawings.pdf
- 2020 03 02 Herald TI DD Project Manual Vol 1.pdf
- 2020 03 02 Herald TI DD Project Manual Vol 2.pdf
Located at: https://www.dropbox.com/sh/3oaok89ejzsy3cy/AAAZxEMBnl6KEe-cADkJqID5a?dl=0

**Project Org Structure**
Project Schedule Milestones

Reference the following file:
• 200217 ASU TI Prelim Sched-DD Hold.pdf
Located at: https://www.dropbox.com/sh/3oaok89ejzsy3cy/AAAZxEMBnl6KEe-cADkJqlD5a?dl=0

The above schedule is a preliminary schedule and subject to change.

• Schematic Design (Completed)
• Schematic Design Estimate (Completed)
• Schematic Design Estimate Review and Approval (Completed)
• Schematic Design Estimate Reconciliation (Completed)
• Design Development (Completed)
• Design Development Estimate (In Progress)
• Historic Review
• Design Development Estimate Review and Approval
• Design Development Estimate Reconciliation
• Construction Documents
• Permitting
• GMP Development
• Arizona Board of Regents Approval
• GMP Review and Approval
• GMP Reconciliation
• Issue NTP
• Buy Out
• Construction
• Substantial Completion
• Close Out

Project Budget
• Estimated cost of construction $22M to $27M
• Estimated total project cost $36M to $42M

Interviews
ASU may elect to host an interview(s) of qualified firms or individuals. The requirements of the interview will be provided by ASU, and will be presented to ASU via Zoom.

4. TERM OF CONTRACT

The initial contract term will be for the duration of the project from Pre-Construction Phase to Close-Out Phase or (18) months(s) with the possibility of (6) additional months for the coordination of post construction or warranty activities.
SECTION III – INTENTIONALLY OMITTED
SECTION IV – INSTRUCTIONS TO PROPOSERS

1. Your proposal must be emailed to PurchasingConstruction@sau.edu on or before 3:00 PM, MST, 04/14/2020 at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals via Zoom https://asu.zoom.us/j/755164033. You may withdraw your proposal at any time prior to the time and date set for closing by contacting the buyer.

2. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitations are performed under the direct supervision of the Chief Procurement Officer and in complete accordance with University policies and procedures.

3. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

4. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.

5. The award shall be made to the responsible proposer(s) whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.

6. The University reserves the right to award all or part of this RFP to one or more suppliers at its sole discretion.

7. The University reserves the right at its sole discretion to share this RFP and its results with other public universities, and with public Procurement Cooperatives to which the University is a member, for the purposes of utilizing the award for their own contract.

   a. Any resultant contract between awardee(s) and other public universities or public Procurement Cooperatives is solely between those two parties. Awardee(s) are under no obligation to honor pricing or terms resulting from a negotiated contract with ASU.

   b. Awardee(s) will be required to pay the University a 2% annual administration fee based on total net revenue from any public university or public Procurement Cooperative utilizing the results of this RFP as their own award.

   c. The administration fee may be charged by the supplier directly to other public universities or public Procurement Cooperatives

8. Other public Arizona entities, including but not limited to, Northern Arizona University, University of Arizona, and Maricopa County Community College District may use the award and contract resulting from this RFP.

9. Central Receiving and Last Mile Distribution Fee for real goods shipped to the University:
ASU operates centralized receiving warehouses that will be used for the majority of campus deliveries. The University’s Central Receiving Unit will charge a fee to the supplier for all centralized shipments in the form of a Last Mile Distribution Fee.

a. This fee can, in turn, be billed back to the University in the cost of goods or added as a separate delivery fee.

b. This fee, totaling 5% of the gross funds paid to the Supplier, shall be paid directly to the Centralized Receiving Unit. This fee will apply to any and all products sold by the Supplier that are delivered to Central Receiving.

The Fee will be calculated based on all sales transacted. The Supplier will submit the Fee, along with quarterly reports documenting all sales, to the University within 30 days following the end of each calendar quarter. Each quarterly report shall include, as a minimum, all purchased goods, price paid, and quantity for all sales within the calendar quarter just ended. Other options for last mile compensation can be discussed in the proposal, but responses should include acknowledgement of willingness to engage.

10. If you are submitting any information you consider to be proprietary, you must include in your email a separate file labeled "Proprietary Information". If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary. Any watermarks, footnotes, copyright or reference to Confidential and/or Proprietary throughout the submitted proposal will be disregarded as boilerplate markings.

11. Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.

12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of one hundred twenty (120) days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.

13. EXCEPTIONS: The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions will be incorporated into the contract between the University and the successful proposer. Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP.

14. Unless specifically stated to the contrary, any manufacturer’s names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.
15. Days: Calendar days

May: Indicates something that is not mandatory but permissible/desirable.

Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

16. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.

17. All proposals and accompanying documentation will become the property of the University at the time the proposals are opened. It will be the proposer’s responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer. If a request is not received and a method of return is not provided, all samples shall become the property of the University 10 days from the date of the award.

18. All required performance and payment bonds shall be held by the University in a secure location until the performance of the contract and the payment of all obligations rising there under have been 100% fulfilled. Upon completion of the project and all obligations being fulfilled, it shall be the proposer’s responsibility to request the surety bonding company to submit to the University the necessary documents to approve the release of the bonds. Until such time the bonds shall remain in full force and effect.

19. All communications, including formal inquiries, requests for significant or material clarification or interpretation, and/or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing, to:

Kevin Hall
Purchasing and Business Services
University Services Building
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

Tel: 480-965-4370
E-mail: Kevin.Hall@asu.edu

Requests must be emailed to Kevin.Hall@asu.edu. All formal inquiries must be submitted at least ten (10) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

Note that the University will not answer informal questions orally. The University 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 Request for Proposal. Proposers shall not rely on any verbal responses from the University.
Proposers are prohibited from communicating directly to any member of the RFP committee other than the named Buyer during the RFP process except those activities conducted under the committee’s purview. Participants with other business with the University that does not fall under the purview of this RFP may conduct that business as would normally be required to maintain that business.

20. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.

21. In accordance with an executive order titled “Air Pollution Emergency Proclamation” modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.

22. Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor’s product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.

23. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at http://www.epeat.net on the Web.

24. To the extent applicable to any contract resulting from this Request for Proposal, 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.

25. The University believes that it can best maintain its reputation for treating 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.

Protests should be directed to:

Jamon Hill  
Deputy Chief Procurement Officer  
Purchasing and Business Services  
PO Box 875212  
Tempe AZ 85287-5212  
Email: Jamon.Hill@asu.edu
SECTION V – SPECIFICATIONS/SCOPE OF WORK

Arizona State University (ASU) seeks an Owner’s Representative (OR) to act as the university’s “local eyes and ears” by attending meetings and visiting the site and working with the Design Professional (DP) and Construction Manager at Risk (CMAR). The OR has no authority to commit or obligate ASU contractually. The OR will report to ASU’s Project Manager (PM) and Design Manager (DM).

Scope of Services

A. Pre-construction Phase

1. Evaluate Project Options

   The OR will assist the ASU PM / DM in evaluating various project options and in providing cost analyses during the Pre-Construction Phase. The evaluation shall identify advantages and/or disadvantages of each option with regard to cost, schedule, and logistics.

2. Develop Project Budgets

   The OR will assist the ASU PM / DM, the DP and CMAR, to develop detailed project budgets that identify all costs including: construction costs, consulting fees, permit fees, testing and inspection fees, furnishing costs, equipment costs, inflation, and contingencies.

3. Develop Project Delivery Strategies

   The OR will assist the ASU PM / DM, the DP and CMAR analyze project requirements and develop preconstruction and construction strategies that addresses requirements for function, cost, quality, time and logistics. The OR will assist the ASU PM / DM with project coordination of various activities including, but not limited to, FF&E, Cabling for AV, IT & Security. The OR will provide consistent communication and coordination of logistics to ASU, the DP, and CMAR.

4. Develop Schedule

   The OR will assist the ASU PM / DM, the DP, and CMAR, to develop a schedule that establishes duration and responsibility for all major activities during all phases of the project. This includes, but not limited to, on time delivery of permitted drawings and historical project requirements.

5. Monitor Schedule

   The OR will monitor and report on progress during the preconstruction phase. The OR will update the schedule weekly, will notify the ASU PM / DM of any delays or problems, and will recommend any corrective action necessary to meet the schedule.

6. Value Engineering Reviews

   Upon request of the ASU PM / DM, the OR will perform Value Engineering Reviews. Generally, this request will occur at the inception or completion of a design phase. For example, at the beginning of schematic design to evaluate systems, and at the completion of design development phase to evaluate details and finishes. A report will be generated for
each review including recommendations on the selection of systems, details and finishes. The final selection of recommendations will be made by the ASU PM / DM, the DP, and CMAR prior to the preparation of final construction documents.

7. Cost Estimating

The OR will assist the ASU PM / DM with review of the DP’s and CMAR’s cost estimates for completeness and assist in reconciling the cost estimates.

8. Constructability Reviews

The OR will assist the ASU PM / DM review design documents, as they are developed in order to avoid potential problems and to minimize potential change orders. The OR will assist the ASU PM / DM in providing recommendations on contract provisions that establish contractor performance requirements to promote quality cost effectiveness and schedule compliance.

9. Provide Weekly Reports

The OR will prepare and distribute weekly reports to the ASU PM / DM on project budgets, status of project schedules, and general project information.

10. Participate in Design Coordination Meetings

The OR will assist the ASU PM / DM in design coordination meetings on a regular basis (weekly). The OR will assist the ASU PM / DM review and approve meeting minutes.

B. Bidding Phase

1. Contract Management

The OR will confirm the CMAR’s adherence to ASU’s CMAR Agreement.

2. Bidding Schedules

The OR will monitor and report on progress during the bidding phase. The OR will update the ASU PM / DM weekly and will notify ASU of any problems, and will recommend any corrective action necessary to meet the schedule.

3. Vetting Contractors and Suppliers

The OR will assist the ASU PM / DM and CMAR identify potential contractors and suppliers and develop their interest in bidding the project to insure a competitive bidding environment. The OR will assist the ASU PM / DM investigate potential bidders and suppliers to determine their ability to meet project requirements.

4. Pre-Bid Conferences

The OR will assist the ASU PM / DM and CMAR in pre-bid conferences.

5. Evaluate Bids
The OR will assist the ASU PM / DM in evaluating bids and providing recommendations for the award of contracts.

C. Construction Phase

1. Maintain Local On-Site Staff

The OR will provide and maintain qualified, local on-site field staff, sufficient to support the project. The OR will insure the work is being performed in compliance with the contract documents.

2. Process Shop Drawings

The OR will assist the ASU PM / DM in establishing and implementing procedures for processing and approving shop drawings, product data, samples, and other submittals from contractors and will assist in the processing and approval of all submittals with the DP. The OR will assist the ASU PM / DM in maintaining a submittal log to insure contractor compliance with the contract documents.

3. Project Coordination

The OR will provide administration, assistance, and related support services necessary to coordinate various activities including, but not limited, to FF&E, Cabling for AV, IT & Security. The OR will provide consistent communication and coordination of logistics to the ASU PM / DM.

4. Develop Construction Schedules

The OR will assist the ASU PM / DM develop and maintain detailed construction schedules including, but not limited to, FF&E, Cabling for AV, IT & Security. The schedules will include start and finish dates for procurement and construction activities and major milestones for each segment of the work. The schedules will be updated weekly.

5. Monitor Construction Progress

The OR will assist the ASU PM / DM in reviewing the CMAR’s construction schedules, observe construction progress, and report deviations from the schedule that might delay project completion. The OR will assist the ASU PM / DM and CMAR in developing and implementing corrective actions necessary to meet the project schedule.

6. Control Construction Quality

The OR will assist the ASU PM / DM in monitoring and inspecting all work in progress to insure the quality of the work and compliance with the contract documents. The OR will assist the ASU PM / DM in documenting and reporting all deficiencies, and in making recommendations for corrective actions.

7. Maintains Construction Records

The OR will assist the ASU PM / DM to access and maintain current and orderly records of all construction documents including contracts, drawings, specifications, submittals,
samples, schedules, correspondence, meeting minutes, catalog data, directives, change orders, etc.

8. Process Applications for Payment

The OR will assist the ASU PM / DM in developing and implementing a procedure for the review and processing of payment applications. The OR will evaluate the schedule of values to insure accurate and appropriate payments.

9. Project Meetings

The OR will participate in weekly meetings at the job sites to discuss job progress and assist the ASU PM / DM in resolving problems. The OR will prepare and distribute accurate meeting minutes in a timely manner to the ASU PM / DM.

10. Prepare and Maintain Weekly Field Reports

The OR will prepare and maintain weekly job site reports including number of workers, equipment in use, contractor activities, general activities, and special occurrences. The OR will coordinate and maintain photographic and/or video records of construction activities and project progress on a regular basis.

11. Process Change Orders

The OR will assist the ASU PM / DM in developing and implementing a system for review and processing of change orders. The OR will assist the ASU PM / DM in estimating the cost of all change orders, insure the validity of change orders, and assist the ASU PM / DM in negotiating the cost of change orders with the DP and CMAR.

12. Coordinate Inspections and Testing

The OR will assist the ASU PM / DM in determining the requirements and making recommendations for inspections and testing. The OR will assist the ASU PM / DM in the selection of independent inspection and testing agencies, review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities.

13. Recommend Construction Changes

The OR will assist the ASU PM / DM in evaluating work in progress and make recommendations for the ASU PM / DM to approve regarding changes in the work on the basis of field conditions, improved quality, cost savings, or time savings.

14. Provide Monthly Reports

The OR will prepare and distribute a monthly report to the ASU PM / DM including information on schedule, budget, quality, safety, logistics, and general project information.

15. Assist with LEED

The OR will assist the ASU PM / DM in reviewing the design for LEED compliance and will monitor construction activities required for LEED compliance.
16. Assist with Energy Savings Programs

The OR will advise and assist the ASU PM / DM with the application for any possible energy savings, rebates, or grants from Federal, State, and utility company programs.

17. Coordination with Local / State / Federal Jurisdictions

The OR will advise and assist the ASU PM / DM with the coordination of local / state / federal jurisdictions to obtain needed permits / inspections as needed and not covered by the DP’s or CMAR’s scope.

D. Close-Out Phase

1. Develop Close-Out Program

The OR will assist the ASU PM / DM in developing a detailed program of close-out activities in compliance with the contract documents. The program will include a close-out schedule, inspections, testing, start-up procedures, warranty processing, commissioning activities, and occupancy.

2. Coordinate Systems and Equipment Testing

The OR will assist the ASU PM / DM and ASU Commissioning Agent in coordinating, monitoring, and documenting testing, calibration, and start-up of all equipment and building systems.

3. Process Operation Manuals and Warranties

The OR will assist the ASU PM / DM in collecting and cataloging all operating and instruction manuals for equipment and building systems. The OR will assist the ASU PM / DM in collecting, logging, and reviewing all warranty documentation.

4. Coordinate Training

The OR will assist the ASU PM / DM in coordinating the training of ASU and third party personnel on the operation and maintenance of building systems and equipment.

5. Coordinate Substantial and Final Inspections

The OR will assist the ASU PM / DM in scheduling and coordinating substantial completion and final inspections. The OR will assist the ASU PM / DM in the preparation of a list of deficiencies (punch list) and will assist the ASU PM / DM in the coordination of all corrective action by contractors.

6. Coordinate Construction Close-Out

The OR will assist the ASU PM / DM in coordinating close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders, and recommendations for payment of retainage.
7. Submit Project Documentation

The OR will assist the ASU PM / DM in working with the DP and CMAR to submit all project documentation including files, records, drawings, submittals, samples, and other information to ASU in an organized and usable form.

8. Coordinate Warranty Work

The OR will assist the ASU PM / DM in coordinating the warranty work by contractors to insure their obligations are fulfilled in a timely manner.

9. Certificates

The OR, upon completion of the project, will be responsible for certifying that, to the best of his/her professional knowledge, the project conforms to the approved plans, specifications, and shop drawings.
SECTION VI – 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 suppliers 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 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.

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.
SECTION VII – PROPOSER QUALIFICATIONS

The University is soliciting proposals from firms, which are in the business of providing services as listed in this Request for Proposal. Your proposal shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of your proposal.

1. The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.

2. Financial Statements:

   Option A. Proposers who have audited financial statements are to provide the following:

   Audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

   Firm’s Name
   Confidential – Financial Statements

   Option B. Proposers who might not have audited financial statements are to provide the following:

   It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm’s two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

   Firm’s Name
   Confidential – Financial Statements

3. Proposer must provide the following project management experience:

   • Successful experience managing design and construction projects in Higher-Ed facilities in the past 5 years
   • Tenant Improvement experience resulting in the issuance of a Certificate of Occupancy through the local Authority Having Jurisdiction
   • An understanding of local ordinances and statutes for projects in the City of Los Angeles and the State of California

4. Proposer may provide the following desired qualifications:

   • Certified Construction Manager (CCM)
   • LEED Green Associate or LEED AP
   • Project Management Professional (PMP)
   • OSHA 10 / 30
   • An understanding of historic renovation requirements
SECTION VIII – EVALUATION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first:

1. Response Specifications/Scope of Work (55%)
2. Response Proposer Qualifications (25%)
3. Response Pricing Schedule (20%)
4. Acknowledgment and acceptance of ASU Terms and Conditions (Y/N)
5. Sustainability Efforts and Sustainability Questionnaire (Y/N)

Confidential and/or Proprietary Information must be submitted per the instructions in Section IV, item 11. Any watermarks, footnotes or reference to Confidential and/or Proprietary throughout the submitted proposal will be disregarded as boilerplate markings.
SECTION IX – PRICING SCHEDULE

Proposer shall submit a Lump Sum Fee with fees by Phases:

- Lump Sum Owner’s Representative Fee
- Fee by the following Phases:
  - Construction Documents
  - GMP Development
  - Permitting
  - Construction
  - Close Out

Additional services not included in this RFP Scope of Work must be approved by ASU.
SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Content of Submittal

If proposer fails to provide any of the following information, with the exception of the mandatory proposal certifications, the University may, at its sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

1. Mandatory Certifications and Substitute W-9 as per Section XIII
2. Section V – Specifications/Scope of Work
3. Section VII – Proposer Qualifications
4. Section IX – Pricing Schedule
5. Sustainability Efforts – Section VI and Sustainability Questionnaire
6. Acknowledgement and acceptance of all ASU Terms and Conditions. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.
SECTION XI – INTENTIONALLY OMITTED
SECTION XII – AGREEMENT - TERMS & CONDITIONS

ASU will issue a Purchase Order(s) for goods and/or services awarded under this RFP.

The parties to the Purchase Order will be bound by the ASU Terms and Conditions effective on the date the purchase order is received. The ASU Terms and Conditions are available at ASU Standard Terms and Conditions.

Insurance requirements are outlined within this RFP and will be included in any resulting Purchase Order.

Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed non responsive and may be rejected. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.
Insurance Requirements

Without limiting any liabilities or any other obligation of Supplier, Supplier will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by Supplier, its agents, representatives, employees or subcontractors, as described below.

These insurance requirements are minimum requirements for the Agreement and in no way limit any indemnity covenants in the Agreement. ASU does not warrant that these minimum limits are sufficient to protect Supplier from liabilities that might arise out of the performance of the work under the Agreement by Supplier, its agents, representatives, employees, or subcontractors. These insurance requirements may change if Supplier is a foreign entity, or with foreign insurance coverage.

A. Minimum Scope and Limits of Insurance: Supplier’s insurance coverage will be primary insurance with respect to all other available sources. Supplier will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Contractual Liability $1,000,000
   - Fire Legal Liability (only if Agreement is for leasing space) $50,000
   - Each Occurrence $1,000,000

   a. Policy will include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Supplier.”

   b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.

2. Automobile Liability. If Supplier will be driving on ASU campus or on ASU business the following section will apply: Policy will include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of the Agreement in the following amounts. If Supplier is not an individual then coverage will be a combined single limit of $1,000,000. If Supplier is an individual then coverage will be $100,000 per person, $300,000 per accident, and $50,000 property damage.

   a. Policy will include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Supplier, involving vehicles owned, leased, hired, or borrowed by Supplier.”

   b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.

   c. Policy will contain a severability of interest provision.

3. Worker’s Compensation and Employers’ Liability. Applicable statutory limits, as amended from time to time.

   a. Employer’s Liability in the amount of $1,000,000 injury and disease.

   b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.
c. This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901, when such contractor or subcontractor signs the Sole Proprietor Waiver Form.

4. Technology/Network Errors and Omissions Insurance. The terms of this section apply if: 1) ASU is purchasing or leasing software, or processing a software renewal; 2) Supplier is creating any code for ASU; 3) Supplier receives, stores, or analyzes ASU Data (including if the data is not online); 4) Supplier is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data; OR 5) ASU is purchasing or leasing equipment that will connect to ASU’s data network.

   • Each Claim $2,000,000
   • Annual Aggregate $4,000,000

a. This insurance will cover Supplier’s liability for acts, errors and omissions arising out of Supplier’s operations or services, including loss arising from unauthorized access, or use that results in identity theft or fraud.

b. If the liability insurance required by the Agreement is written on a claims-made basis, Supplier warrants that any retroactive date under the policy will precede the effective date of the Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under the Agreement is completed.

c. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

5. Professional Liability (Errors and Omissions Liability). If the Supplier will provide ASU Services under the Agreement, the Policy will include professional liability coverage as follows:

   • Each Claim $3,000,000
   • Annual Aggregate $3,000,000

a. If the professional liability insurance required by the Agreement is written on a claims-made basis, Supplier warrants that any retroactive date under the policy will precede the effective date of the Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for 2 years beginning at the time work under the Agreement is completed.

b. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

B. Cancellation; Material Changes: Cancellation notices will be delivered to ASU in accordance with all policy provisions. Notices required in this Section must be sent directly to ASU Purchasing and Business Services, email Insurance.certificates@asu.edu or mail to PO Box 875212, Tempe, AZ, 85287-5212.

C. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A- VII. ASU in no way warrants that the above required minimum insurer rating is sufficient to protect Supplier from potential insurer insolvency. Self-Insurance may be accepted in lieu of or in combination with insurance coverage requested.

D. Verification of Coverage: Each insurance policy required by the Agreement must be in effect at or prior to commencement of work under the Agreement and remain in effect for the term of the Agreement. Failure to maintain the insurance policies as required by the Agreement, or to provide evidence of renewal, is a material breach of contract.

If requested by ASU, Supplier will furnish ASU with valid certificates of insurance. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and ASU may require complete, certified copies of policies at the time of notice of any loss or claim.

E. Subcontractors. Supplier’s certificate(s) may include all subcontractors as insureds under its policies as required by the Agreement, or Supplier will furnish to ASU upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

F. Approval. These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in the Agreement will require the approval of ASU’s Department of Risk and Emergency Management.
SECTION XIII – MANDATORY CERTIFICATIONS

Fillable PDF versions of mandatory certifications are at: https://cfo.asu.edu/business/do-business-asu under the Formal Solicitations tab. ORIGINAL signatures are REQUIRED for either version.

CONFLICT OF INTEREST CERTIFICATION

____________________
(Date)

The undersigned certifies that to the best of his/her knowledge: (check only one)

( ) There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

______________________________ ________________________________
(Email address) (Address)

______________________________ ________________________________
(Signature required) (Phone)

______________________________ ________________________________
(Print name) (Fax)

______________________________
(Print title)
FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Other Responsibility Matters (April 2010)

_____________________
(Date)

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

   (A) (check one) Are (    ) or are not (    ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

   (B) (check one) Have (    ) or have not (    ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

   (C) (check one) Are (    ) or are not (    ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

   (D) (check one) Have (    ) or have not (    ) within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(ii) The Offeror (check one) has (    ) or has not (    ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) (a) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or, person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) The Offeror shall provide immediate written notice to the University if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by University may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision.
The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the University may terminate the contract resulting from this solicitation for default.

__________________________________  _______________________________
(Email address)                      (Address)

__________________________________  _______________________________
(Signature required)                  (Phone)

__________________________________  _______________________________
(Print name)                          (Fax)

__________________________________
(Print title)
ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

_____________________
(Date)

In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the University; and

(3) Offeror will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

________________________________ _______________________________
(Email address) (Address)

________________________________ _______________________________
(Signature required) (Phone)

________________________________ _______________________________
(Print name) (Fax)

________________________________ _______________________________
(Print title)
SUPPLIER SUSTAINABILITY QUESTIONNAIRE – SMALL COMPANY

Firm Name: __________________________ Date: __________________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods.

Arizona State University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one of the following types of responses:
- An explanation or description
- A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

**Energy**
1. What is your firm doing to be energy efficient?
2. What plan is in place to reduce greenhouse gas emissions in the future?

**Solid Waste**
1. What is your firm doing to reduce waste to landfill?
2. What plan is in place to reduce waste to landfill generated in the future?

**Water Waste**
1. What is your firm doing to reduce water waste?
2. What plan is in place to reduce water waste in the future?

**Packaging**
1. What is your firm’s plan to minimize packaging and/or describe your firm’s packaging “Take Back” program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

**Sustainability Practices**
1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm’s sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
8. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
9. Name any third party certifications your firm has in regards to sustainable business practices?
10. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

Community
1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
2. What educational programs does your firm have to develop employees?
SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY

Firm Name: ___________________________ Date: ___________________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods.

Arizona State University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one of the following types of responses:
• An explanation or description
• A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

Energy
1. What is your firm doing to be energy efficient?
2. What are your firm’s annual greenhouse gas emissions in metric tons of carbon dioxide equivalent? (Enter total metric tons of CO2 equivalency [includes the following GHGs: CO2, CH4, N2), SF6, HFCs and PFCs])
3. What plan is in place to reduce greenhouse gas emissions in the future?

Solid Waste
1. What is your firm doing to reduce waste to landfill?
2. What is your firm’s annual waste to landfill generated in metric tons? (Enter total metric tons)
3. What plan is in place to reduce waste to landfill generated in the future?

Water Waste
1. What is your firm doing to reduce water waste?
2. What is your firm’s annual water waste in gallons? (Enter total gallons)
3. What plan is in place to reduce water waste in the future?

Packaging
1. What is your firm’s plan to minimize packaging and/or describe your firm’s packaging “Take Back” program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

Sustainability Practices
1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm’s sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Has an environmental life-cycle analysis of your firm’s products been conducted by a certified testing organization?
8. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
9. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
10. Name any third party certifications your firm has in regards to sustainable business practices?
11. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

**Community**

1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
2. What educational programs does your firm have to develop employees?

**If your firm is just beginning the sustainability journey, or is looking for tools and resources, here are some suggestions:**

**Energy**
- Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:
  - [http://www.ghgprotocol.org/calculation-tools](http://www.ghgprotocol.org/calculation-tools)

**Solid Waste**
- The EPA’s pre-built excel file to help measure and track your waste and recycling:
  - [http://www.epa.gov/smm/wastewise/measure-progress.htm](http://www.epa.gov/smm/wastewise/measure-progress.htm)

**Water Waste**
- EPA information about conserving water:
  - [http://water.epa.gov/polwaste/nps/chap3.cfm](http://water.epa.gov/polwaste/nps/chap3.cfm)

**Packaging**

**Sustainability Practices**
- Ideas for alternative transportation programs:
  - [http://www.epa.gov/epp/](http://www.epa.gov/epp/)

- EPA life cycle assessment information:
  - [http://www.epa.gov/nrmrl/std/lca/lca.html](http://www.epa.gov/nrmrl/std/lca/lca.html)

- Ecologo cleaning and janitorial products: