



Design Builder (DB) Request for Qualifications (RFQ)

General Information and Selection Process

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 Design Build services under this RFQ based on the selection criteria listed in the RFQ.

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 Design Build 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 Project Manager who will be the responsible day-to-day contact with the University, and the Project Leads of the design and general contracting phases. The agreement administration must actively lead and participate in the presentation.

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.

NOTICE OF INTENT TO AWARD OR REJECTION OF PROPOSALS

Following interviews, ASU's will issue a Notice of Intent to Award to the selected Proposer. 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 issue a Design-Builder Agreement 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 agreement 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 compensation 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 Agreement between Owner and Design-Builder the Design Build Team will negotiate a Guaranteed Maximum Price (GMP), and when ASU agrees upon the GMP, ASU and Design Team will execute an amendment incorporating the GMP into the agreement. If the GMP negotiations are not successful, ASU may terminate the agreement and proceed with the Project with a different Design Build Team selected by ASU.

REGULATIONS

Should an agreement be executed, 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 CERTIFICATE OF INSURANCE AND NOTICE TO PROCEED

After executed on an agreement, a Certificate of Insurance (COI) will be requested, with limits as required per the agreement. The COI 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 award. After ASU Purchasing receives a satisfactory COI, ASU will issue a Purchase Order and Notice to Proceed.

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: (a) The name, address, email, and telephone number of the protestor; (b) The signature of the protestor or its representative; (c) Identification of the solicitation or contract number; (d) Detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (e) The response or relief requested. Protests should be directed to:

Jamon Hill, Executive Director
Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe AZ 85287-5212

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.

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 Proposers must hold a current AZ business license. Design Professionals engaged in ASU design projects shall be licensed by the Board of Technical Registration in the State of Arizona for the types of design work or professional services included in the project. General Contractors engaged in ASU construction projects shall be licensed by the Registrar of Contractors in the State of Arizona for the types of construction work included in the project.

ARIZONA OFFICE

The successful Proposer will be required to establish an office, if one does not already exist, in the State of Arizona. Compliance with this requirement can be satisfied in either of two ways.

- Before the Proposer submits a Proposal in response to this Request, it may associate with a firm having an office within the state of Arizona which shall be evidenced by a written association agreement and included with your RFQ response
- After a Proposer is selected and prior to execution of the Agreement, the Proposer shall have established an office in Arizona. 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

The ASU standard forms of contract documents are located at [Purchasing Construction](#).

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

- Design Builder Agreement
- Design Builder General Conditions
- Design Builder General Information and Selection Process
- Design Builder Attachments and Forms

If selected as the Design Build Team for this project, the Proposer agrees to execute the form of contract documents. The Proposer understands that any exceptions taken to the form of contract documents that are not accepted and/or approved by ASU may be a basis for rejection of the Proposer's Proposal as non-responsive. The Proposer also understands that ASU may make changes in the 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.

The Request for Qualifications, any addenda to the 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 ASU as the Owner and the Design Builder that will work well together in a cooperative and mutually supportive manner for the benefit of all the members of the team. ASU considers a team approach to be a critical qualification for the Design Builder with the desire for a "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 Builder.

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 ASU

Project Manager, Selection Committee members, students, or employees of ASU, except as stipulated in the RFQ. **Failure to abide by this requirement may result in rejection of the Proposer's Proposal.**

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.

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 negotiations with any Proposer.

INTERPRETATION OF RFQ DOCUMENTS BEFORE SUBMISSION

All questions must be submitted via the Q&A Board within the Bid Board posting of the RFQ.

INTERPRETATIONS AND Q&A BOARD

Should a Proposer find any ambiguity, inconsistency or error in the RFQ or should the Proposer be in doubt as to its meaning, the inquiry must be submitted via the Q&A Board within the Bid Board posting of the RFQ.

If a Proposer on the *short list* at the end of the competition should fail to acknowledge Q&A Board, the Proposer shall have the option of staying on the short list under the terms of the RFQ including the Q&A Board or of withdrawing from the short list in which event the next most qualified Proposer will be added to the short list. ASU is not responsible for assuring delivery of addenda to any Proposer. Q&A Board are always accessible via the [Construction Bid Board](#). Failure to acknowledge the review of the Q&A Board shall not constitute a basis for claim, protest or reissue of the Request for Qualifications.

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.

Vendors 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 vendors 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/>.

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, July 1, 2002, 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 Design Builder, 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.**

TITLE IX OBLIGATION

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

NO BOYCOTT OF ISRAEL

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

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 sub-consultants 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 sub-consultants and sub-sub-consultants to provide the same warranties to the Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any sub-consultant or sub-sub-consultant 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, sub-consultant and sub-sub-consultant employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and any sub-consultant and sub-sub-consultant who works on this Contract, to ensure that the Contractor and each sub-consultant and sub-sub-consultant 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

ASU's Weapons, Explosives, and Fireworks Policy 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 ASU or its affiliated entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12- 781, or unless written permission is given by ASU's Police Chief or a designated representative. Supplier will notify all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Supplier of this policy and Supplier will enforce this policy against all such persons and entities.

ASU IS TOBACCO FREE.

ASU is [tobacco-free](#).

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 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 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 Proposal. This information will be used as part of the evaluation criteria for 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.