



Job Order Contracting ( JOC) Request for Qualifications (RFQ)

## **General Information and Selection Process**

**Acknowledgement of this Document is Required**

See 2019 JOC RFQ Tab 5  
Supplemental Attachments and Forms  
at: [ASU Purchasing Construction Forms](#)

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## **A. GENERAL INFORMATION**

All responses to the Request for Qualifications (RFQ) should follow the format and order described in the 2019 JOC RFQ Section 3 Proposal Forms and Content providing a standard format for evaluation. Failure to follow the instructions regarding format and order may result in rejection of your Proposal.

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

### **1) DEFINITION OF "PROPOSER" AND "PROPOSAL"**

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

### **2) LICENSE IN ARIZONA.**

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

### **3) ARIZONA OFFICE**

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

### **4) ACCEPTANCE OF CONTRACT DOCUMENTS**

RFQ forms and Agreement for this project include:

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

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

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

### **5) TEAM APPROACH**

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

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

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

**6) RESTRICTION ON COMMUNICATIONS**

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

**7) DELIVERY OF PROPOSAL IN RESPONSE TO THIS RFQ**

See RFQ Section 3 for more details and how to outline your proposal. Proposals must be delivered so as to be actually received by ASU on or before the time and date set for submittals, as reflected on the cover page of the RFQ.

**8) WITHDRAWAL OF PROPOSALS**

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

**9) NO ASU OBLIGATION**

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

**10) INTERPRETATION OF RFQ DOCUMENTS BEFORE SUBMISSION**

**INFORMAL QUESTIONS:** If you have informal questions about technical information regarding this Request for Qualifications or if you have informal questions about the purchasing process, please contact the Buyer listed in Section 1.

**FORMAL QUESTIONS:** All formal inquiries or requests for significant or material clarification or interpretation, or notification to the Owner of errors or omissions relating to this Request for Qualifications must be emailed directly to the Buyer listed in Section 1.

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

**11) INTERPRETATIONS AND ADDENDA**

Should a Proposer find any ambiguity, inconsistency or error in the RFQ or should the Proposer be in doubt as to its meaning, he or she shall at once notify the Buyer. Neither ASU nor its representatives will be responsible for oral instructions or information. Interpretation or correction of the RFQ will be made only by written addendum, which will be posted on the ASU Construction and Facilities Bid Board at [Construction Bid Board](#). ASU is not responsible for any other explanations or interpretations of the RFQ.

All inquiries must be submitted to the Buyer and must be received at least seven (7) calendar days before the time and date set for submission of Proposals and closing this RFQ. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

The Proposers must acknowledge receipt of Addenda in the space provided in the Supplemental

Attachments and Forms.

## 12) PROPRIETARY INFORMATION

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

## B. REGULATORY INFORMATION

### 1) HISTORIC PRESERVATION

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

### 2) SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS

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

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

### 3) WARRANTIES

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

of the Goods/Services, ASU shall be entitled to such reduction, and 8) all Goods/Services delivered by Contractor will conform to the specifications, drawings, and descriptions set forth in the Agreement, and to any samples furnished by Contractor. In the event of a conflict among the specifications, drawings, samples, and description, the specifications will govern.

**4) AUTHORIZED PRESENCE REQUIREMENTS**

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

**5) 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.

**6) WEAPONS, EXPLOSIVES, AND FIREWORKS**

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's policy may be accessed in our [ASU Police Department Manual](#).

**7) TOBACCO FREE**

ASU is tobacco-free. For details visit [ASU Tobacco Initiative](#).

**8) HIPAA REQUIREMENTS**

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

**9) BACKGROUND CHECKS**

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

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

#### **10) AMERICANS WITH DISABILITIES ACT AND REHABILITATION ACT**

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

#### **11) FOREIGN CORRUPT PRACTICES ACT/UK BRIBERY ACT/ LOCAL ANTI-CORRUPTION LAW COMPLIANCE**

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

#### **12) BUSINESS CONTINUITY PLAN**

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

#### **13) PARKING**

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

#### **14) CAMPUS DELIVERIES AND MALL ACCESS**

Contractor will familiarize itself with ASU parking, campus delivery options, and loading zones. Not all campus buildings are directly accessible and some require Contractor to unload at lots or loading areas that may not be adjacent to the delivery or work location. As a result, Contractor must then transport Goods by using electric style golf carts, dolly, or other manual device across pedestrian malls. Many campuses include features and pedestrian malls that may have limited

access for Contractor vehicle and carts. Walk-Only Zones prohibit access to all wheeled traffic during enforcement times, and deliveries or work requiring vehicular or cart access may need to be arranged outside of enforcement times. For details about parking permits, Contractor permits, loading zones, mall access, and pedestrian mall restrictions, go to <http://cfo.asu.edu/pts>. For additional information, go to <http://walk.asu.edu>.

**15) ADVERTISING, PUBLICITY, NAMES AND MARKS**

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

**16) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

**17) TITLE IX OBLIGATION**

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

**18) 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.

**19) GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS**

In order to reduce the adverse environmental impact of our purchasing decisions the University is committed to buying goods and services from manufacturers and Contractors who share the University's environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

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

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

The University and the Contractor may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily



available at a competitive cost and satisfy the university's performance needs.

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

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

Made from 100% post-consumer recycled materials  
Be recyclable  
Reusable  
Non-toxic  
Biodegradable

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

## **OTHER OPPORTUNITIES WITH ASU NOT RELATED TO THIS SOLICITATION**

### **The ASU Magazine**

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for the University's 450,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with the University, the largest university in the United States, your company can stand above the competition.

ASU alumni represent a responsive target market for your product or service.

- Alumni live worldwide
- 230,000 of alumni reside in Arizona
- More than 200,000 alumni live in Maricopa County
- 38,000 of alumni reside in California
- 55% of ASU alumni are under the age of 55
- 85% own their own place of residence
- 60% earn more than \$50,000 annually
- 40% fall in the top two highest wealth rating categories
- 14% hold multiple and /or advanced degrees

Specific partnership opportunities exist in a variety of areas.

- Advertise in the ASU Magazine, mailed to more than 400,000 homes around the world three times per year.
- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences. Events include: Founder's Day, Homecoming, Legends Luncheon, Sun Devil 100, football tailgates, Career Fairs and many more! Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services to Sun Devil alums all over the world.

- Advertise on the ASU Alumni Web site or on our 110 Chapter/Club websites or in monthly E newsletter which is sent out to more than 240,000 people monthly. Cost is \$1000 per month per each advertising venue.
- Learn more by Contacting John Davis at 480-965-5051 or [jadavis@asu.edu](mailto:jadavis@asu.edu) today to start doing business with Sun Devil nation!

### **Sun Devil Sports Marketing**

Sun Devil Sports Properties is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics. Sponsorship opportunities include, but are not limited to, on-premise signage, radio, print, digital, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Brittany Mack at 480-727-4151.

### **Arizona PBS Delivers...**

Arizona PBS, delivers award-winning, educational, cultural and current events programming to approximately 1.5 million viewers each week. Become an AZPBS sponsor.

- **AZPBS delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. AZPBS / KAET reaches 85 percent of the people of Arizona.
- **AZPBS delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens and boomers and spenders with disposable income.
- **AZPBS delivers – marketing benefits:**
  - Build brand awareness by linking your business with high-quality programs
  - Generate community goodwill through support of public television
  - Promote your offerings to a broad audience at an affordable price
  - Market your brand in an environment free of commercial clutter
  - **AZPBS delivers – multiple media platforms:**
  - 3 TV Channels – Eight HD, Eight Life and Eight World
  - Web views – [www.azpbs.org](http://www.azpbs.org) (150,000 unique visitors a month)
  - E-Marketing – 40,000 email addresses ... and more.

Contact: Chad Bowen at AZPBS corporate support at 602-496-8669 or [Chad.Bowen@asu.edu](mailto:Chad.Bowen@asu.edu)  
 Kelly McCullough, General Manager at 602-496-2422 or [Kelly.McCullough@asu.edu](mailto:Kelly.McCullough@asu.edu)

## **C. SELECTION PROCESS**

### **1) EVALUATION**

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

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

#### **Evaluation of all Submittals**

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

##### **Criteria**

- a. Prime Firm Project Experience
- b. Prime Team Member Experience
- c. Contract Management Plan
- d. Quality Management Plan
- e. Subcontractor Management Plan
- f. Safety
- g. Financial Information
- h. Other Criteria

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

### **2) INTERVIEWS**

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

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

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

The format of the presentation is at the discretion of the Proposer but must address the organization and experience of the team, experience of individuals assigned to the program, 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 at random. A projection screen will be available; any additional equipment shall be the responsibility of the Proposer.

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

### **3) NOTICE OF INTENT TO AWARD OR REJECTION OF PROPOSALS**

Following interviews, ASU will to issue a Notice of Intent to Award. ASU reserves the right to cancel this RFQ, to reject any or all Proposals, and to waive or decline to waive any irregularities in any submitted Proposals, or to withhold the award for any reason it may determine in the best interest of ASU. Unless ASU gives written notice otherwise, all Proposals will be held open for a period of one hundred and twenty (120) days after the date of opening thereof, and ASU will have the right during this one hundred and twenty (120) day period to accept any Proposal not withdrawn before the scheduled opening date.

### **4) CONTRACT AWARD**

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

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

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