



2022 Simplified Construction Program (SCP)  
Request for Qualifications (RFQ)

## **Part 3B General and Regulatory Information**



## **GENERAL INFORMATION**

All responses to the Request for Qualifications (RFQ) should follow the format and contents provided in Part 4. Failure to follow the instructions regarding format and contents may result in rejection of your Proposal.

If the Contractor is a corporation or other legal entity, the Attachments and Forms 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.

### **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 Contractor must hold a current license of the appropriate category issued by the Arizona Registrar of Contractors at the time the Proposer submits its Proposal.

### **ARIZONA OFFICE**

The successful Contractor 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.

### **ACCEPTANCE OF CONTRACT DOCUMENTS**

- Standard Form of Agreement between Owner and “Contractor” for Simplified Construction Program (SCP Agreement)
- 2022 SCP General and Regulatory Information
- 2022 SCP Attachments and Forms

**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.**

### **TEAM APPROACH**

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

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

### **WITHDRAWAL OF SOQ**

SOQs may be withdrawn by emailing the Buyer identified in the RFQ.

### **NO ASU OBLIGATION**

This RFQ does not obligate ASU to pay any costs incurred in the preparation and submission of SOQ with a Contractor.

## **INTERPRETATIONS AND ADDENDA**

Should a Contractor 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. 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

## **REGULATORY INFORMATION**

### **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](#).

### **SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS**

The Owner, the Contractor, 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).

### **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.

### **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.

### **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.

### **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](#).

### **TOBACCO FREE**

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

### **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.**

### **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.

#### **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.

#### **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.

#### **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.

#### **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](#).

#### **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 ASU Parking and Transit.

### **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.

### **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.

### **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

### **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.

#### **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.