



**ARIZONA BOARD OF REGENTS
FRONT END SPECIFICATIONS**

DATE PUBLISHED: 5/14/10

INSTRUCTIONS, FORMS, and SPECIFICATIONS

For

**PROJECT NAME: ASU SCOB ABERRATION CORRECTED ELECTRON MICROSCOPY
CENTER (TEMS), TEMPE CAMPUS**

ASU PROJECT NO: GC-2009-11716 FES

Time and Date of Pre-Bid Conference

11:00 AM, MST, 5/19/10

Deadline for Inquiries

5:00 PM, MST, 5/21/10

Time and Date Set for Submittal

3:00 PM, MST, 5/28/10

**PROJECT MANUAL
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ADDENDA (Issued separately -as required)

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SECTION 00100

**LEGAL ADVERTISEMENT
GC 2009-11716**

ASU SCOB Aberration Corrected Electron Microscopy Center (TEMS), Tempe Campus

Sealed bids will be delivered and received **no later than 3:00 PM, MST, Friday May 28, 2010, at the front desk of the University Services Building, 1551 S. Rural Road, Tempe, AZ 85281 (between Apache Blvd. & Broadway)**, Arizona Board of Regents, Purchasing and Business Services, Arizona State University, P.O. Box 875212, Tempe, AZ 85287-5212; Attention: Douglas Boyer, Purchasing Construction Manager, for the furnishing of all labor, material, transportation and services required for **ASU Project No. GC-2009-11716 FES** for the **ASU SCOB Aberration Corrected Electron Microscopy Center (TEMS)** project on the Tempe campus of Arizona State University (ASU).

Scope of work:

The scope of this project is to construct a new 5,200 s.f. (approximate) addition on the north side of the Schwada Classroom Office Building at the ASU Tempe campus to ultimately house four high-resolution electron microscopes and their associated equipment, plus microscope control rooms, a small laboratory for preparation of materials, and mechanical and electrical space. Initially, two microscopes will be installed in the facility. The remaining two microscopes will be installed at a later time.

Bids will be opened publicly in the **University Services Building, Room 2105, at 3:00 PM on Friday, May 28, 2010**, (same address as above), and read aloud by Purchasing and Business Services. Construction Documents (CDs) for the proposed work may be obtained from **Thomas Reprographics, 1775 W. University Dr., #125, Tempe, AZ 85281, 480-967-1400**, by issuing a deposit with a cashier's check for **(Amount) dollars (\$50.00) for two sets**, which deposit will be refunded upon the return of the Construction Documents in good condition.

All contractors engaged in ASU construction shall be licensed by the Registrar of Contractors in the State of Arizona.

A pre-bid meeting is scheduled for **11:00 AM, MST, Wednesday, May 19, 2010, in the University Services Building, 1551 South Rural Road, Tempe, Arizona 85281, Room 1302**. All attendees shall sign in at the front desk. There will not be a walk-through of the site. **Attendance at the pre-bid meeting is highly recommended.**

Work shall commence immediately after the issuance of the Notice to Proceed and **shall be completed by December 10, 2010**.

The Arizona Board of Regents reserves the right to reject any or all Bids, to waive or decline to waive irregularities in any bid, or to withhold the award for any reason it may determine, and also reserves the right to hold any or all bids for a period of **Thirty (30) days** after the date of the opening thereof. No bidder may withdraw his bid during this **(60)** day period.

All correspondence relating to this Project should be addressed to:

Purchasing and Business Services
Attention: Douglas E. Boyer, C.P.M., CPPB
Purchasing Construction Manager
Construction Group
Arizona State University
PO Box 875212
Tempe, Arizona 85287-5212
Phone: (480) 965-2217
Facsimile: (480) 965-2234
Email address: douglas.boyer@asu.edu

ARIZONA BOARD OF REGENTS

By Ernest Calderon
President

By Bob McLendon
Secretary

Publication Date: East Valley Tribune 5/14/10, and Daily Sun News on 5/14/10

SECTION 00200
INSTRUCTIONS TO BIDDERS

To be considered, the Bids must be made in accordance with these Instructions to the Bidders.

Documents: Construction Documents (CDs) for the proposed work may be obtained from **Thomas Reprographics, 1775 W. University Dr., #125, Tempe, AZ 85281, 480-967-1400**, by issuing a deposit with a cashier's check for **(Amount) dollars (\$50.00) for two sets**, which deposit will be refunded upon the return of the Construction Documents in good condition.

Examination: Before submitting a Bid, the bidders shall carefully examine the Construction Documents, visit the site of the Work, and fully inform themselves as to all existing conditions and limitations, and shall include in the Bid a sum to cover the cost of all items included in the Work. The Bidder, if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing, concerning which such bidder might have fully informed himself prior to the Bidding.

Interpretations, Addenda: Should a bidder find any ambiguity, inconsistency or error in the Construction Documents, or should he be in doubt as to their meaning, he shall at once notify the DP, in writing, who will send a written addendum to all bidders of record. Neither ASU nor its representatives will be responsible for oral instructions or information.

Any addenda issued by ASU during the time of bidding are to be included in the Bid, and will become a part of the Contract when awarded. The Bidders shall acknowledge receipt of addenda on the Bid form in the space provided.

Addenda will be mailed or delivered to each person or firm recorded by the DP as having received the bidding documents, and will be available for inspection wherever the bidding documents are kept available for that purpose.

If a bidder should fail to receive any addendum, or should fail to acknowledge receipt of same, the Bidder shall have the option of accepting a contract, if offered, including all addenda, at the Bid price, or withdrawing the Bid without penalty. ASU and/or the DP are not responsible for assuring delivery of addenda to any bidder. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or reissue of the invitation to bid.

Substitution of Materials: Substitution of materials from those specified must be requested in accordance with detailed requirements specified in Section 01600 of these specifications.

Bids: To be entitled to consideration, Bids must be submitted on the Bid Form provided, with all blank spaces filled, the signature in longhand, and alterations or erasures initialed by the Bidder.

Where the Bidder is a corporation, the Bid must be signed by the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

All contractors engaged in ASU construction shall be licensed by the Registrar of Contractors in the State of Arizona. Bids shall be addressed to ASU, and delivered in an enclosed sealed envelope, marked:

Bid for:
(Project Information)

ASU Project No. **GC 2009-11716**
Arizona State University
Tempe, AZ 85287-5212

(Bidder Information)
Company Name
Phone No
Fax No

Attention: Douglas Boyer, Purchasing Construction Manager

Purchasing shall receive bids no later than **3:00 PM. MST, on Friday, May 28, 2010, at the Front Desk at the following address:**

PURCHASING AND BUSINESS SERVICES
University Services Building
1551 S. Rural Road
Arizona State University
P.O. BOX 875212
Tempe, AZ 85287-5212

The Bids will then be opened and publicly read aloud in **Room USB 2105**. The University Services Building is located on the east side of Rural between Broadway Ave and Apache Boulevard of Arizona State University, Tempe, Arizona

Late Bids will not be considered. It is the responsibility of the Bidder to insure that the Bid is received on time.

All Bids shall remain firm for a period of **Sixty (60) days** after the date of the Bid opening and the Contractor shall be prepared to begin construction upon the date established by the Advice of Award and Notice to Proceed.

The Bidders may withdraw or modify Bids at any time prior to Bid opening. No Bid may be modified or withdrawn after the Bid opening except where the award of the Contract has been delayed for **Sixty (60) days**.

Time is the essence of the Work under the Contract. The Bidder shall note that the Work must be completed **within one hundred eighty (180) calendar days**, and that failure to do so will result in the deduction of **Two Thousand Dollars (\$2000.00)** for each and every calendar day that the Work shall remain uncompleted after the time specified for the completion of the Work, as liquidated damages and not as a penalty.

A pre-bid meeting is scheduled for **11:00 AM, MST, Wednesday, May 19, 2010, in the University Services Building, 1551 South Rural Road, Tempe, Arizona 85281, Room 1302**. All attendees shall sign in at the front desk. There will not be a walk-through of the site. **Attendance at the pre-bid meeting is highly recommended.**

ASU reserves the right to reject any or all Bids, and to award the Contract to the lowest responsive and responsible Bidder. ASU further reserves the right to waive any informality or irregularity in the bidding process. In addition, the Bidder recognizes the right of ASU to reject a Bid if the Bidder fails to furnish any required Bid security, or to submit the data required by the bidding documents, or if the Bid is in any way incomplete or irregular. The Bidder is required to submit **ONE ORIGINAL BID AND TWO COPIES PER DIRECTIONS BELOW** of the completed Bid form.

- **One (1)** clearly marked hardcopy "original" in 8.5" x 11" double-sided, non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal.
- **Two (2)** Additional copies will be on CD in PDF format, PC readable, labeled and less than 10 MB.
- **One document** for main submittal on each disk.
- **One separate** document on **one separate** disk for "confidential financials" only if requested within Bid. (Label appropriately)
- **Check** and play all CD's before submitting. (Company marketing materials not recommended and compress photos, etc. in smaller size formats as necessary)

Note: Proposer should use recycled paper and double-sided copying for the production of all printed and photocopied proposal documents. Furthermore, the documents should be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste paper).

Proposals must be delivered so as to be actually received by ASU on or before the day and hour set for receipt of Proposals.

Bid Security: The Bidder is required to submit with his Bid a certified or cashiers' check, upon a solvent bank, or a surety bond in an amount equal to ten percent (10%) of the Base Bid made payable to ASU. The bid security shall be given as a guarantee that the Bidder will enter into a contract if awarded to him; and shall be declared forfeited as liquidated damages if he refuses to enter into said contract upon request to do so by ASU. The Bid security other than bid bonds will be returned to the unsuccessful bidders and to the successful bidder upon his execution of a satisfactory payment and performance bond, and contract. Failure by the Bidder to submit bid security will result in rejection of the Bid as non-responsive.

If a surety bond is used as bid security it shall be executed on AIA Document A-310, 1970 Edition or its equivalent. The surety bond provided as bid security shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1. The surety bond shall not be executed by an individual surety or sureties.

Subcontractor Listing: The submission of a list of subcontractors is for the purpose of determining the qualifications of the subcontractors proposed for the Project. A form for submitting proposed subcontractors is included in the Bid Documents. This list must be submitted in a sealed envelope with the Bid. Lists submitted by unsuccessful Bidders, other than the three (3) apparent low Bidders will be returned unopened upon request.

If prior to award of the Contract, the Owner and the DP has a reasonable and substantial objection to any subcontractor, the apparent low Bidder may, prior to the award, either withdraw his Bid without penalty, or may propose an acceptable substitution, provided that there is no change in the Bid cost. Failure of the Bidder to submit an acceptable substitute in a timely manner shall render his Bid non-responsive.

Responsibility of Subcontractors: Since the General Conditions and Amendments to the General Supplementary Conditions of the Contract for construction apply in every pertinent respect to each subcontractor, the Bidder shall carefully instruct each subcontractor to become familiar with them, just as though these sections had been formally included by reference in each division of work.

The Bidder shall also caution each subcontractor to become familiar with the contents of referenced specifications and standards, insofar as they affect each subcontractor. Each citation of a standard specification shall be construed to refer to the latest published revision, as of the date of the Invitation to Bid. Consideration will not be given to any claimed ignorance as to contents of any cited specification, since each subcontractor is deemed to be experienced and familiar with his own trade's generally accepted and published standards of quality.

No allowance shall be made on behalf of a subcontractor for errors due to his negligence in not being familiar with the existing site conditions.

Each subcontractor shall make the field measurements necessary for his own work, and shall be responsible for the accuracy of those measurements and his work. Also, should any structural difficulties prevent a subcontractor or tradesman from installing his materials or equipment properly, the Contractor shall be promptly notified so that the DP may be consulted on how best to resolve the difficulty. If it is necessary for the subcontractor to cut into walls and/or floors, the Work shall be done carefully and neatly and only with the full knowledge of the DP. This is especially true where structural portions of the building are involved. All repairs arising from his work shall be done by the subcontractor in a manner approved by the DP.

Should the specifications or detailed contract drawings fail to cover any particular phase of the Work, the installation or maintenance directions provided by the manufacturer shall be followed.

Each subcontractor shall acquaint himself with the Work of other trades whose activities are mutually affected so that their efforts are coordinated to avoid mistakes, omissions, disputes or delays.

The patching and repairing of damaged items shall be done by the trade originally performing the Work, with the cost being borne by the subcontractor responsible for the damage.

Each subcontractor shall remove tools, equipment, materials and debris from the site promptly upon completion of the Work, and shall leave the work area clean and free of all rubbish and debris.

Each subcontractor shall unequivocally guarantee his entire work to be free from defects of material and workmanship for the **two-year warranty period** after building acceptance by ASU.

Copies Furnished: The successful Bidder will be furnished five (5) set(s) of Construction Documents free of charge. Additional copies may be obtained from the DP by paying the cost of reproduction of same.

DELIVERY OF INSURANCE POLICIES OR CERTIFICATES AND EXECUTION OF CONTRACT DOCUMENTS:

Within ten (10) days of receipt of notice of intent to award, the successful Proposer shall deliver to ASU the required insurance policies or certificates in a form satisfactory to ASU. Policies or Certificates must reference the ASU GC 2009-11716 and the ASU Project Name - ASU SCOB Aberration Corrected Electron Microscopy Center (TEMS). Failure to do so may result in rejection of the successful Proposer's Proposal and withdrawal of the notice of intent to award. Promptly after ASU receives satisfactory insurance policies or certificates ASU will deliver to the successful Proposer two copies of the form of contract documents to be executed by the successful Proposer. This form of contract documents will be the form in **GC Pro Forma Contract** or ASU's then current form of contract documents. The successful Proposer shall execute and return to ASU two copies of the contract documents within ten (10) days after receipt of the contract documents. Failure to return the executed copies of the contract documents may result in rejection of the successful Proposer's Proposal and withdrawal of the notice of intent to award.

Performance and Payment Bonds: The Contractor is required to provide and pay for performance and payment bonds. Bonds shall cover the faithful performance (100%) of the Contract, and the payment of all obligations (100%) arising thereunder, in such form as ASU may prescribe and with such surety or sureties as are approved. The Contractor shall deliver the required bonds to ASU not later than the date of execution of the Contract. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power-of-attorney indicating the monetary limit of such power.

Bonds shall be furnished on the forms provided in the Construction Documents.

The surety bonds shall be executed solely by a company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1. The bond amounts shall be for one hundred percent (100%) of the Contract amount plus any authorized Change Orders added to the Contract, of which notice to the surety shall be waived. The bonds shall not be executed by an individual surety or sureties.

Summary of Work: See Section 00300, Summary of Work, for description of the Work.

Alternate Bids: See Section 00500, Alternate Bids, for description of alternate bid items for which bids are required. ASU shall have the right to accept alternates in any order or combination; and to determine the low bidder on the basis of the sum of the base bid and the alternates accepted.

Social Security Act: The Contractor agrees to comply with and to require all of his subcontractors to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the Social Security Act and also the provisions of the Act of the State Legislature approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments to such data. The Contractor further agrees to indemnify and save harmless ASU of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any subcontractors to comply with the provisions of any or all of said acts and amendments.

Sales and Use Tax: The Contractor agrees to comply with, and to require all of his subcontractors to comply with, all the provisions of applicable State Sales Excise Tax Law and Compensation Use Tax Law and all amendments to same. The Contractor further agrees to indemnify and save harmless ASU, of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any subcontractor to comply with the provisions of any of all said laws and amendments.

Waiver of Liens: The Contractor is responsible for the payment of all bills for labor and materials furnished by, or to, the subcontractors and himself on this project; and the Contractor shall deliver to himself on this project, and the Contractor shall also deliver to ASU before final payment, a Waiver Of Liens in duplicate from himself and each of his subcontractors, if any; and at such time he shall certify that he is submitting such lien waivers for all subcontractors involved

Qualifications of Contractors: The competency and responsibility of bidders, and of their proposed subcontractors, shall be considered in making the award.

Each contractor being considered for this project may be requested to accurately complete the Qualification Statement, and submit it to ASU either at the Bid opening or within twenty-four (24) hours following the Bid opening. Failure to do so may be grounds for rejecting the Contractor's Bid.

Nondiscrimination: During the performance of this contract, the Contractor agrees to comply with Executive Order 75-5, which is attached as Exhibit A of the Contract between the Owner and Contractor.

Affirmative Action: The Owner has a commitment to support businesses that are owned and operated by minorities, women, and other disadvantaged groups. The Owner has established a goal to award five percent (5%) of all competitive contracts to disadvantaged business concerns, and three percent (3%) of all competitive contracts to women owned business concerns.

The Contractor shall assist the Owner in this endeavor by making a good faith effort to ensure that not less than fifteen percent (15%) of the Work performed under this contract is performed by small businesses. The Contractor shall complete and forward to Purchasing and Business Services, Arizona State University, Tempe, AZ 85287-4005, a subcontracting report for individual contracts. These small business reports must be submitted every three (3) months, beginning with the date of the agreement. Any portion of the contract sum which is retained by the Owner shall not be paid to the Contractor until the final subcontracting report has been received by the Owner. The small business report form with instructions is included in Section 00500 of this document.

ASU WEAPONS POLICY

The university prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of the university or its affiliated or related entities, in all university residential facilities (whether managed by the university or another entity), in all university vehicles, and at all university or university-affiliate sponsored events and activities, except as provided in §12-781 of the *Arizona Revised Statutes* or unless written permission is given by the ASU Police Department (ASU PD). Notification by vendors to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of vendor (Vendor Parties) of this policy is a condition and requirement of the contract. Vendor further agrees to enforce this contractual requirement against all Vendor Parties. ASU's policy may be accessed through the following web page: <http://www.asu.edu/aad/manuals/pdp/pdp201-05.html>.

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 REQUIREMENTS:

Arizona State University is dedicated to acquiring products and services that meet Sustainability requirements

For the purpose of judging Sustainability the following description applies: Sustainability is 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 we are committed to buy goods and services from manufacturers and suppliers who share our environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

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

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

The university and the supplier may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the university's performance needs.

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

Proposer/Bidder shall provide packaging/packing materials that meet at least one of, and preferably, all of the following criteria:

- Made from 100% post-consumer recycled materials;
- Be recyclable;
- Reusable;
- Non-toxic;
- Bio-degradable.

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

Failure to Complete Work Within Time for Completion and Liquidated Damages: It is hereby understood and mutually agreed, by and between the Contractor and ASU, that the date of beginning, rate of progress and the time for completion of the Work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the Work embraced in this contract shall be commenced on a date to be specified in the Advice of Award and Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and

between the Contractor and ASU, that the time for completion of the Work will be the time in calendar days identified in these Instructions to Bidders.

For each calendar day that any part of the Work remains uncompleted after the expiration of the time specified, or allowed for completion of the Work stipulated in the Contract, or as automatically increased by the additional work or materials ordered after the Contract is signed, the amount specified within these Instructions to Bidders as liquidated damages shall be deducted from any monies due the Contractor, or if no money is due the Contractor, ASU shall have the right to recover said sum or sums from the Contractor, from the surety, or from both.

It is understood between the Owner and the Contractor that it is extremely difficult and impracticable to determine the actual damage the Owner will sustain by reason of a delay in the completion of the Project. Therefore, it shall be understood that the time to complete the Project, beyond the contractual date of completion, is in itself prima facie evidence of actual damages incurred, and the amount of these deductions are to cover the liquidated damages caused by the loss of use, or limited use, of the building and other additional ASU incurred losses, or expenses, due to the failure of the Contractor to complete the Work within the time specified.

Now, if the said contractor shall neglect, or fail or refuse to complete the Work within the time specified, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay ASU **Two Thousand Dollars (\$2,000.00) per calendar day**, until the Project is completed, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.

It is further agreed that time is of the essence of each and every portion of this contract and of the Specifications where a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed as herein before mentioned for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract, provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of work is due:

To unforeseeable cause beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of ASU, acts of another contractor in the performance of a contract with ASU, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. The unusualness of the weather shall be determined by statistics from the local Weather Bureau over a period of the last ten (10) years. Upon request of ASU, the Contractor shall obtain statistical information from the Weather Bureau to support his claim for extension caused by unusual weather condition.

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, notify ASU's representative in writing, of the causes of the delay, who shall ascertain the facts and extent of the delays and notify the Contractor within a reasonable time of his decision in the matter.

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:

1. All new campus construction will be built to at least the U.S. Green Building Council's LEED Silver standard or equivalent.
2. Adopt an energy-efficient appliance purchasing policy requiring purchase of ENERGY STAR certified products in all areas for which such ratings exist.
3. Begin purchasing or producing at least 15% of the institution's electricity consumption from renewable sources.
4. 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.

1. 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.
2. 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.
3. 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.
4. The Arizona Corporation Commission voted Oct. 31, 2006, to require that 15 percent of the state's energy production will come from renewable energy resources by 2025.

OTHER OPPORTUNITIES WITH ASU NOT RELATED TO THIS SOLICITATION

The ASU Alumni Advantage

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for ASU's 300,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with ASU, the largest university in the United States, your company can stand above the competition.

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

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

Specific partnership opportunities exist in a variety of areas.

- Advertise in the quarterly ASU Magazine, mailed to more than 260,000 homes around the world. ASU Magazine is the

largest circulation magazine in the Southwest. Our [rate card](#) is available for download. [Asu.edu/alumni](http://asu.edu/alumni).

- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences. Events include: Founder's Day in March, Senior Send off in April, Homecoming in the Fall, Travel shows, Career Fairs and many more! Costs from \$500 to \$2500.
- Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services.
- Advertise on this Web site or on our 55 Chapter/Club websites or in our electronic newsletters, sent out to more than 80,000 people monthly. Cost is \$1000 per mo per each advertising venue.

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

Intercollegiate Athletics

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

SECTION 00300

SCOPE OF WORK AND SPECIFICATIONS:

Project Description The scope of this project is to construct a new 5,200 sf (approx.) addition on the north side of the Schwada Classroom Office Building at the ASU Tempe campus to ultimately house four high-resolution electron microscopes and their associated equipment, plus microscope control rooms, a small laboratory for preparation of materials, and mechanical and electrical space. Initially, two microscopes will be installed in the facility. The remaining two microscopes will be installed at a later time. **Even the smallest amount of vibration, sound, or electro-magnetic interference (EMI) will make these ultra-sensitive microscopes unusable so the facility must be constructed at an appropriately “quiet” site and in a manner that will mitigate these factors.** The building is designed with a slab on grade that is over three feet thick with the top of the slab at approximately 8 feet below grade, poured in place concrete exterior walls, microscope rooms that are surrounded by double concrete block walls, and a special low flow HVAC system for each microscope room. **Representatives from the microscope manufacturers are scheduled to examine the new facility in mid-December 2010 to determine whether or not it meets the manufacturers’ specifications for microscope installation. If not, the microscopes will not be delivered to ASU and instead will be sent elsewhere.** Therefore, maintaining the original schedule is of the utmost importance.

***PLEASE NOTE: DUE TO THE ABOVE NOTED SPECIAL SCOPE OF WORK REQUIREMENTS, ASU HAS OUTLINED MINIMUM QUALIFICATION REQUIREMENTS OF THE GENERAL CONTRACTOR BELOW ON PAGE 38, SECTION 00600, CONTRACTOR’S QUALIFICATION STATEMENT.**

Contractor’s Responsibilities Include:

- Pre-Planning and Coordination
- Risk Management Document
- Risk Management Meeting
- Weekly Risk Report

(Please see Appendix C, Page 48, Tentative Schedule and Risk Management Phase, for further information.)

CONSTRUCTION BUDGET

Budget: **\$1,800,000 - \$2,200,000**

ESTIMATED PROJECT SCHEDULE: Substantial Completion 12/10/2010

PROJECT SCHEDULE:

Construction Start	6/14/10
Beneficial Occupancy	12/10/10
Client Move-in	12/15/10
Project Closeout	1/10/11
<u>Two-Year Warranty Term Complete</u>	1/10/13

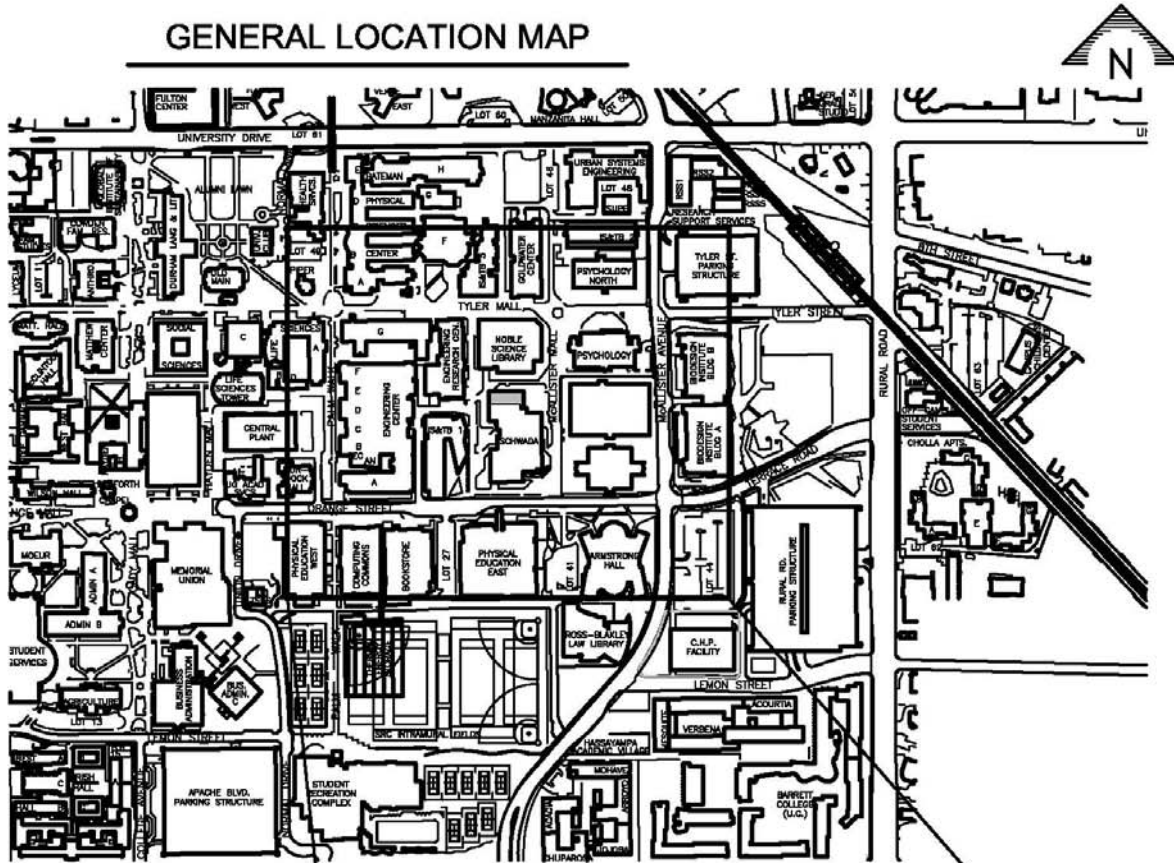
*Upon mutual agreement, ASU may request under the resulting construction contract that the GC perform additional work not covered under warranty on the project for two (2) years after completion.

Specifications:

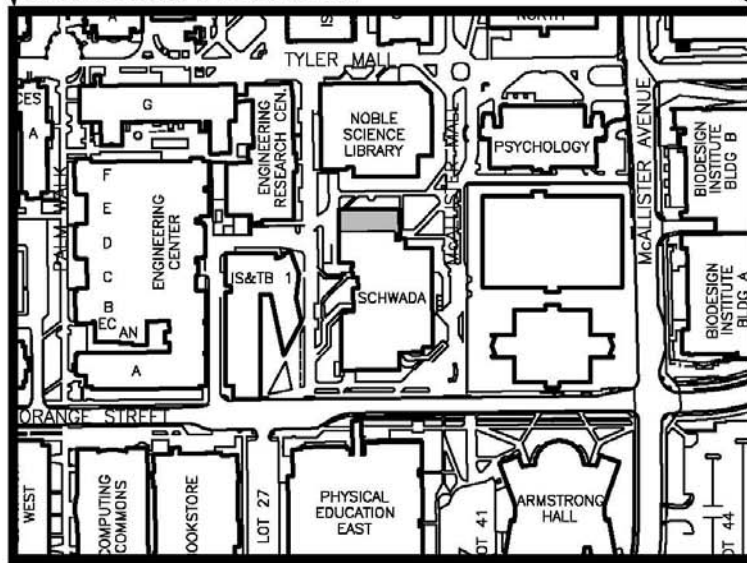
END OF SECTION

SECTION 00400
Site Map

GENERAL LOCATION MAP



REGIONAL CENTER FOR ABERRATION
CORRECTED ELECTRON
MICROSCOPY LOCATION



AREA IN DETAIL

SECTION 00500
BID FORMS

Solicitation Certification and Bid Form

ASU Project Name: **ASU SCOB Aberration Corrected Electron Microscopy Center (TEMS)**

ASU Project No.: **GC-2009-11716 FES**

Date _____

Bid from _____
(Name of Firm)

To: The Arizona Board of Regents
Gentlemen:

The following bid is made for the **ASU SCOB Aberration Corrected Electron Microscopy Center (TEMS)** for Arizona State University (ASU) at Tempe, AZ, in accordance with Construction Documents as prepared by Architectural Nexus. The undersigned certifies that the Construction Documents, as well as the proposed construction site and conditions affecting the Work have been carefully examined; that the amount and nature of the Work to be done is thoroughly understood; and that at no time will misunderstanding of the drawings, specifications, or conditions to be overcome be pleaded.

The undersigned certifies that he or his firm is currently licensed under the provisions of ARS 32-1169. The undersigned further certifies that he or his firm has a privilege license pursuant to ARS 42-1305.

The undersigned has read Section 00200, "Instructions to Bidders", paragraph "Sales and Use Tax" and understands that all sales and use taxes applicable to this project are included in all bid prices.

The undersigned has read the Arizona Board of Regents Standard Form of Agreement, and is prepared to execute said agreement if awarded the Contract. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this bid. The undersigned understands that any exceptions taken to the Arizona Board of Regents Standard Form Agreement that are not accepted and/or approved by the Owner may be a basis for rejection of the Bid as non-responsive.

Supplier Type: (Check all that apply)

Diversity firms can be either certified through the City of Phoenix or Classified or they must have Arizona or Federal Small business status, plus 51% ownership by the diversity owner.

Large Business ____ Small Business (AZ) ____ Small Business (Fed) ____ Small Disadvantaged (SD) __ Women
Owned (WO) ____ Minority Owned ____ Disabled Veteran Owned (VO) ____

Certified by City of Phoenix _____

FORMS OF CONTRACT DOCUMENTS: The undersigned certifies that the undersigned has read Owner's current forms of Construction Manager at Risk contract documents, which are available on the ASU Web-site at:

http://uabf.asu.edu/ubs_forms

Contract forms for this project are:

GC Pro-Forma Contract

Bid Form Continued

NOTE: If you do not have access to the Internet, please contact Pamela Thompson Lefkowitz, at Pamela.Thompson2@asu.edu or (480) 965-3665 and a copy can be mailed to you or you may pick one up.

BASE PROPOSAL:

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

(Project Name and location): **ASU SCOB Aberration Corrected Electron Microscopy Center (TEMS), Schwada Classroom Office Building, ASU Tempe Campus**

The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specification and all associated addenda for the sum of:

_____ Dollars (\$_____).

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALTERNATES:

NONE

List any objections to contract documents agreement here (attach additional sheets if necessary): _____

(Firm)

(Address)

(Signature required)

(Phone no.)

(Print name)

(Fax no.)

(Title)

(E-mail Address)

(Fed. tax id no.)

Addendum Acknowledgement

ADDENDA: Receipt of the following Addenda is acknowledged, and the provisions are included in this Bid:

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED:

ADDENDUM NUMBER: _____ DATED: _____ ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____ ADDENDUM NUMBER: _____ DATED: _____

SURETY BOND.

Enclosed is a certified or cashier's check or surety bond for not less than ten percent (10%) of the amount of the bid, made payable to the Arizona Board of Regents, said check or surety bond guaranteeing that the Contract will be signed and the required surety bonds filed should the Contract be awarded to the undersigned in conformity with the above bid. It is hereby agreed that said check or surety bond shall be forfeited to the ABOR, if after the Bid is accepted, the undersigned fails to enter into the Contract or fails to file the required bonds.

The undersigned agrees to furnish approved surety company performance and payment bonds in the amount of one hundred percent (100%) of the total amount of the Contract. Said bonds shall be attached to and shall form a part of the Contract. If awarded the Contract, the undersigned hereby agrees to sign said contract and furnish the necessary bonds within five (5) days after notice of the award.

The undersigned further agrees, if awarded the Contract, to complete the Work **by December 10, 2010** from the date of the Advice of Award and Notice to Proceed.

The undersigned acknowledges that the Arizona Board of Regents reserves the right to reject any or all bids, or to waive any informality in any bid.

Respectfully Submitted,

Date

Typed Name

Signature

Title

Seal, if corporation

Arizona Contractor's License Number

Address

State of Incorporation

() _____
Business Telephone

() _____
Facsimile Number

SUBCONTRACTOR LIST FORM for GC 2007-26554.

This attachment to the Bid Form must be submitted in a sealed envelope along with the Bid Form.

Each envelope shall bear the name of the Contractor making the submittal with identification of contents contained therein.

The Contractor must list below the names of all qualified subcontractors or suppliers he will employ for the various portions of the Work indicated. It is the responsibility of the General Contractor to ascertain that all subcontractors for this project meet the requirements of applicable state statutes.

The Contractor may list himself to perform one or more of the listed categories of work for which he has any requisite state licenses when required. In this case, all personnel performing such work at the site shall be carried on his own payroll. If equipment is leased with operators, the operators need not be carried on the Contractor's payroll.

List only a single name for each listing. List names only for base bid as per your bid. Lists submitted by unsuccessful bidders will be returned unopened if requested.

<u>DIVISION</u> <u>OWNED(M)</u>	<u>SUBCONTRACTOR</u>	<u>LICENSE NUMBER</u>	Small or Diversity Business			
			SB	WBE	MBE	DBE
_____	_____	_____	___	___	___	___
_____	_____	_____	___	___	___	___
_____	_____	_____	___	___	___	___
_____	_____	_____	___	___	___	___
_____	_____	_____	___	___	___	___
_____	_____	_____	___	___	___	___
_____	_____	_____	___	___	___	___

Respectfully Submitted,

(Name of Firm)

(ASU Project Number)

SUPPLIER SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

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

1. *What Policies are in place to monitor and manage your supply chain regarding environmental issues? Please check the items that apply.*

- We apply environmental criteria when making purchasing decisions.*
- We purchase "green" (recyclable, reusable, non-toxic, bio-degradable, and made from 100% post-consumer recycled materials) supplies, products and materials.*
- We specify sustainable products and or locally manufactured products*
- We specify products using Electronic Products Environmental Assessment Tool (EPEAT) standards*
- We partner with sustainable suppliers or utilize suppliers who share in the sustainability commitment*
- Our Director of Sustainability is researching industry best procurement practices*

Other – describe other ways your company monitors and manages your supply chain regarding environmental issues

2. *What type of sustainable packaging/shipping materials do you use? Please check the items that apply.*

- Our packaging/shipping materials are recyclable*
- Our packaging/shipping materials are reusable*
- Our packaging/shipping materials are bio-degradable*
- Our packaging/shipping materials are made from 100% post-consumer recycled materials*

Other – describe other types of sustainable packaging/shipping materials you use

3. *Does your company have a Green Transportation Plan for your operation? Please check the items that apply.*

- We encourage carpooling, public transportation, and using other alternative modes of transportation*
- We subsidize public transportation for employees*
- We are developing a Green Transportation Plan*
- We have an established Green Transportation Plan (Describe below)*
- We offer flexible hours, telecommuting or a compressed work week*
- We utilize teleconference, video conference, WebEx or GoTo Meetings*
- We purchase carbon offsets*
- We own electric, hybrid, or E-85 fueled vehicles*
- We rent hybrid vehicles*

Other – describe your company's Green Transportation Plan for your operation

4. *What does your company do to minimize the environmental costs associated with shipping? Please check the*

items that apply.

- We are evaluating what the company can do to minimize the environmental costs associated with shipping
- We combine deliveries with customer visits
- We consolidate deliveries
- We use bike couriers for local delivery
- We utilize electronic communications and electronic transfer of documents. E-mail, fax and Portable Document Format (PDF)
- We use eco-friendly courier's packaging/shipping materials that include post-consumer waste recycled materials and are recyclable
- Our packaging and shipping materials are reused until they eventually get recycled
- We have established a sustainability plan that minimizes the need for shipping (Describe below)
- We update mailing lists to minimize unwanted mailings
- We specify products that can be purchased within a 500 mile radius of the delivery location

Other – describe what your company does to minimize the environmental costs associated with shipping

5. Does your company have an environmental policy statement? Please check the items that apply.

- We are developing an environmental policy statement
- Our environmental policy statement consists of a commitment to promote environmental stewardship
- Our environmental policy statement describes our company's Sustainability Initiative
- We have formed an oversight committee to ensure the success of our environmental policy
- Our environmental policy statement describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability

Other - Provide (or supply a link) your company's environmental policy statement

6. Has your company ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- No, my company HAS NOT been cited for non-compliance of an environmental or safety issue
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue

State the reason, date and outcome of the citation

7. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit)? Please check the items that apply.

- We recycle consumables, reduce waste and practice energy reduction when possible
- We are developing a recycling program
- We utilize a formal energy management system
- We are a member of various environmental organizations
- We have formed a Sustainability Committee to identify sustainable solutions for our company
- We have a company-wide Recycling Program
- Our Director of Sustainability initiates and supports sustainability efforts
- We have performed an environmental or waste audit
- We are recognized by peers and environmental organizations for providing leadership in sustainability
- We are a carbon-neutral company

Other - what other programs do you have in place, or planned for promoting resource efficiency

8. Does your company have web-based materials available documenting your "Green" initiatives? Please check the items that apply.

- We are developing web-based documentation of "Green" initiatives (Provide link)
- Our website includes "Green" reference information (Provide link)
- Our website contains an environmental policy statement (Provide link)
- Our website includes materials that document company's "Green" initiatives (Provide link)
- Our website contains our company's Sustainability Report (Provide link)

Other – Does your company have other web-based materials available documenting your "Green" initiatives? (Provide link)

9. If you are providing a product, does the manufacturer of the product that you are bidding/proposing have an environmental policy statement? Please check the item that applies.

- No, the manufacturer of the product that I am bidding/proposing DOES NOT have an environmental policy statement
- Yes, the manufacturer of the product that I am bidding/proposing HAS an environmental policy statement

Provide Environmental Policy Statement

10. If you are providing a product, has the manufacturer of the product that you are bidding/proposing ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- No, the manufacturer of the product that I am bidding/proposing HAS NOT been cited for non-compliance of an environmental or safety issue
- Yes, the manufacturer of the product that I am bidding/proposing HAS been cited for non-compliance of an environmental or safety issue

Provide reason, date and outcome of the citation

11. Has an environmental life-cycle analysis of the product that you are bidding/proposing been conducted by a certified testing organization, such as Green Seal? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.

Provide certification

12. If selected pursuant to this solicitation, what are your plans for continuing your operations and services to ASU if there is a major and/or catastrophic pandemic influenza outbreak?

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM	DO NOT SEND TO IRS
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Foreign persons who are non-residents for US Tax purposes do not complete the ASU Substitute W-9 form. Instead, complete IRS Form W-8 BEN available at <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

▶ Taxpayer Identification Number (TIN)		<input type="checkbox"/> Employer ID Number (EIN) <input type="checkbox"/> Social Security Number (SSN)
---	--	--

▶ LEGAL NAME:
(must match TIN above)

Are you doing business in Arizona for purposes of sales/use tax collection and remittance? Yes No
 If "Yes" please provide Arizona License # _____ and sales/use tax rate charged % _____ DUNS# _____

▶ LEGAL MAILING ADDRESS: (Where tax information and general correspondence is to be sent)

DBA/Branch/Location: _____

ADDRESS: _____

ADDRESS LINE 2: _____

CITY: _____ ST: _____ ZIP: _____

▶ REMIT TO ADDRESS: Same as Legal Mailing Address

DBA/Branch/Location: _____

ADDRESS: _____

ADDRESS LINE 2: _____

CITY: _____ ST: _____ ZIP: _____

▶ ENTITY TYPE

<input type="checkbox"/> Individual (not a business)	<input type="checkbox"/> Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC	<input type="checkbox"/> Corporation (NOT providing health care, medical or legal services)	<input type="checkbox"/> Corporation (providing health care, medical or legal services)	<input type="checkbox"/> Partnership, LLP or partnership organized as LLC or PLLC
<input type="checkbox"/> The US or any of its political subdivisions or instrumentalities	<input type="checkbox"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities	<input type="checkbox"/> Tax-exempt organizations under IRC §501	<input type="checkbox"/> An international organization or any of its agencies or instrumentalities	<input type="checkbox"/> State of Arizona Employee

▶ CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding,
- I am a U.S. person (including a resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding

Signature of U.S. Individual	Date:
------------------------------	-------

NOTE: IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU. Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM		DO NOT SEND TO IRS
► Legal Name:		TIN:	
SECTION 1 - FEDERAL INFORMATION - <i>REQUIRED</i>			
What is the <u>Federal</u> classification type of your business? - See definitions on link below. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) http://www.sba.gov/size			
LARGE Business? YES <input type="checkbox"/> NO <input type="checkbox"/> SMALL Business? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Please check <u>all that apply</u> to your business for Federal Supplier Type:			
Service Disabled Veteran Owned (VD) <input type="checkbox"/>	Small Disadvantaged (SD) <input type="checkbox"/>	Women Owned (WO) <input type="checkbox"/>	
Veteran Owned (VO) <input type="checkbox"/>	Minority Institution (MI) <input type="checkbox"/>	HUB Zone (HZ) <input type="checkbox"/>	
SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION - <i>REQUIRED</i>			
Are you self-certified according to this State of Arizona definition? <i>"100 full-time employees or less OR \$4 million in volume or less in the last fiscal year"</i>		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUB Zone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment, or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.			
Print Name:			
Signature:			
PHONE:		FAX:	
VENDOR – LIST PRODUCT or SERVICE PROVIDED			
IF BUYER NAME IS LISTED PLEASE RETURN TO BUYER	Buyer:	Phone:	Fax:

NOTE: IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU. Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.

CONFLICT OF INTEREST CERTIFICATION

(date)

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

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.

(firm)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

(Purchasing 01-31-2007. Previous editions are obsolete and cannot be used.)

ANTI-LOBBYING CERTIFICATION

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

(date)

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

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 Contracting Officer; and
 - (3) He or she 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.

(firm)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

REV 04/06

(Purchasing 01-31-2007)

FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(date)

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

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; (The debarred list (List of Parties Excluded from Federal Procurement and Non-procurement Programs) is at <http://epls.arnet.gov> on the Web.)
 - (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.
 - (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) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer 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 the Contracting Officer may render the Offeror non-responsible.

- (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 Contracting Officer may terminate the contract resulting from this solicitation for default.

(firm)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

LEGAL WORKER CERTIFICATION

(date)

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

As required by Arizona Revised Statutes §41-4401 the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the University. The University retains the right to inspect the records of the below entity, subcontractor and sub-subcontractor employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor and sub-subcontractor who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

(firm)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

(Purchasing 09-23-2008.)

SUDAN OR IRAN BUSINESS OPERATIONS CERTIFICATION

(date)

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

The undersigned certifies that pursuant to Arizona Revised Statutes § 35-397, the below entity does not have a scrutinized business operation in either Sudan or Iran.

(firm)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

(Purchasing 09-23-2008.)

VETERAN'S PREFERENCE CERTIFICATION

(date)

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

The undersigned certifies that the below entity has a Veteran's Preference program per the following:

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 certification, "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.

(firm)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

SERVICE PROVIDER ACKNOWLEDGEMENT

Arizona State University is committed to protecting the health and welfare of students, faculty, staff, visitors, and to the environment. Accordingly, it is important that all members of the ASU community recognize and share this commitment and comply with the environmental, health and safety policies, rules, procedures and regulations governing ASU campus activities.

ASU is also looking to the community, including service providers, for cooperative and responsible leadership that will help the University implement a safer environment through safer practices and more sustainable solutions.

Towards this end, it is ASU's expectation that all service providers have the responsibility for environmental, health, and safety issues created or otherwise arising from or related to their work under their contract with ASU.

The service provider shall ensure that its employees are properly identified (e.g. officially issued picture ID and/or badge) and have been instructed about the boundaries of their work areas. Service providers will comply with all applicable local, state, and federal rules and regulations, including those related to the Occupational Safety and Health Act of 1970.

For all service providers, ASU is providing a few general guidelines in this document concerning conducting work on ASU Job Sites.

SERVICE PROVIDER -- refers to any individual, company, or corporation who is hired by ASU or an ASU employee to provide construction, repair or maintenance related services on ASU property or facilities.

GENERAL SITE INFORMATION

Failure on the part of the service provider to comply with the following requirements may result in termination of the contract with ASU. Prior to working in areas where site-related hazards might be present, all service providers shall consult with the Project Manager for more information

- Permission must be obtained from the Project Manager whenever it is necessary for personnel to go to the roof of any building.
- Lunch and break areas are to be coordinated through the Project Manager.
- Pedestrians should use walkways where provided. Shortcuts shall not be taken through operating areas.
- Explosives of any type are prohibited on the site with the **exception of Powder Actuated Tools**.
- Barricading of ASU streets (contacting ASU Police at 480-965-3456 is required prior to any barricades being set).

PARKING -- Park in specified areas only. The proper parking permit must be secured from ASU Parking and Transit Systems (PTS) and displayed appropriately in vehicles. Contact the Project Manager and/or at PTS at 480-965-9297. Do not block entrance ramps, trash docks, and truck doors, etc.

Web View of [Service Provider Job-Site Safety Information](#)

DISCLOSURE OF ASBESTOS, LEAD AND/OR OTHER HAZARDOUS MATERIALS

Arizona State University is informing all service providers of the potential presence of asbestos, lead and or other hazardous materials at ASU. Depending on the location(s) of your work, there may be one or more of these materials present. It is your responsibility to discuss the full scope of your work with the CPMG Project Manager or designee so that you have the appropriate information related to asbestos, lead and/or other potentially hazardous materials. If the scope of your work changes, contact your CPMG Project Manager or designee before proceeding to determine if the change in scope may involve the potential disturbance of asbestos, lead and/or other hazardous materials.

Should there be changes to your scope of work affecting areas outside of your original contract area, or, if unforeseen

or unidentified suspect materials be uncovered or discovered during your work, you are required to stop all work which would impact those materials until they can be evaluated and tested by ASU. Immediately upon discovery of any unidentified or unforeseen building material, you must notify the CPMG Project Manager to arrange for ASU to evaluate and test the materials.

Prior to your work taking place, inspections for asbestos, lead and other potentially hazardous materials must be (or have been) conducted by ASU, and identified materials (containing asbestos, lead or other hazardous materials) that would be disturbed by your current scope of work will be (or have been) removed or isolated in such a manner as to prevent potential exposure. Please contact ASU CPMG Asbestos Program Manager at 480-965-7739 to determine if, based on your current scope of work, there any remaining materials which are or may be present in adjacent location(s), but should not be disturbed.

Your signature on this document acknowledges you received this disclosure and that you had the opportunity to review your scope of work with the CPMG Project Manager or designee.

The [Service Provider Job-Site Safety Information](#) Orientation document is meant to serve as a guide for the contractor/vendor, any and all of its supervisors, and any and all of its subcontractors during their performance within the scope of work under their contract with ASU. Although the document sets forth certain guidelines and rules of operations on ASU sites, it is not intended to address every potential safety and health issue that may arise during the scope of the contracted work. **IT DOES NOT COVER EVERY POSSIBLE SITUATION.**

While ASU retains the right to periodically review the work of any service provider, its supervisors, or its subcontractors, ASU does not assume responsibility for any issues identified outside of contract compliance.

Accordingly, ASU expects each service provider to supplement the provisions contained in the Service Provider Job-Site Information & Guideline document with proper instructions and work practices that, based on knowledge and experience, will help decrease the likelihood of injury to service provider employees, subcontractors' employees, and to others, as well and prevent damage to property and material on ASU sites.

[Service Provider Name] _____

[Street Address] _____

[City, State Zip] _____

The above service provider certifies that they, any and all of its subcontractor's, or its supervisors, prior to commencing any work on an ASU site, have reviewed and understand the contents of the Service Provider Job-Site Information & Guidelines document and/or have attended the Service Provider Job-Site Information & Guidelines orientation program produced by ASU Department of Environmental Health and Safety. By having their representative sign and date this document prior to commencing any work, the service provider accepts, and agrees to the provisions of these Acknowledgement Clauses. The service provider is required to provide the original of this signed document to EHS and a copy to CPMG.

[Name] _____

[Title] _____

Employer Representative Signature

Date

END OF SECTION

SECTION 00600
QUALIFICATION STATEMENT

ARIZONA STATE UNIVERSITY

CONTRACTOR'S QUALIFICATION STATEMENT

PLEASE NOTE: In order for a general contractor to be considered responsive to this solicitation, they must present evidence (including photos, schedules, construction budgets, etc.) with their bid that they possess the following minimum qualifications:

The general contractor must have successfully completed the construction of a facility that contains sensitive scientific instrumentation, with a total construction cost of \$1,500,000 or greater, which required significant sound, vibration and/or electro-magnetic interference mitigation. The electron microscopes to be installed at this ASU facility are extremely sensitive to noise, vibration and electro-magnetic interference. Therefore the building must be constructed in strict accordance with the construction documents in order to meet the microscope manufacturers' technical specifications. If the building does not meet these specifications or is not completed as scheduled, the manufacturers will not provide these microscopes to ASU.

The general contractor shall only submit bids from electrical, mechanical and concrete subcontractors who have successfully completed the construction of a facility that contains sensitive scientific instrumentation, with a total construction cost of \$1,500,000 or greater, which required significant sound, vibration and/or electro-magnetic interference mitigation.

The general contractor and all major subcontractors must have done business in Arizona for a minimum of five (5) years.

Name of Firm: _____

Address: _____

Telephone No: (_____) _____ Facsimile No (_____) _____

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

1. How many years has your firm been in business as a general contractor?
 - 1.1 How many years has your firm been in business as a general contractor in the State of Arizona?
2. How many years has your firm been in business under its present business name?
3. List states and categories in which your firm is legally qualified to do business.
4. List the percentage of work normally accomplished with your own forces.

4.1 Will you need to expand your work force for this project?

4.2 Present number of personnel employed.

5. Have you ever failed to complete any project awarded to your firm? If so, explain circumstances.

5.1 Within the past five (5) years, has any officer or partner of your firm ever been an officer or partner of another firm that failed to complete any project awarded to it?

6. List separately all construction projects involving facilities containing sensitive scientific instrumentation equal to or greater than **\$1,500,000.00** completed in the past five (5) years by your firm. Include project, owner (address and telephone number), Design Professional, contract amount, percent complete, and scheduled completion date.

(Attach as separate documents)

7. On a separate sheet, list the construction experience and provide resumes of key individuals of your firm. Include the Project Manager, Superintendent, and Assistant Superintendent for this project; and identify their previous levels of responsibility for those projects listed in Paragraph 6.

8. References: List three references from similar completed projects to this project. The University may contact the reference for verification and conduct a survey rating, check for accuracy, or to obtain additional information. If the reference cannot be contacted, the reference will be deleted and no credit given for that reference. It is therefore recommended that you list two (2) contact names for each reference. The maximum numbers of references that will be evaluated are three.

Provide name, address, telephone number, fax number, type of project, project name, date completed, and the final cost of the project.

List three.

()

(_____)

(_____)

9. Name of bonding company and name of agent.

10. Scheduling techniques to be employed by your firm to expedite construction.

11. List your Arizona Contractor's License Number(s) and category.

12. Dated at _____ this _____ day of _____ 20__.

Name of Organization: _____

(Check One)

Corporation Partnership Individual Joint Venture

Other _____

Submitted by: SIGNATURE _____

NAME _____

TITLE _____

Principal Office: _____

Address: _____

Telephone: () _____ Facsimile: () _____

13. M _____ being duly sworn deposes and says that he/she is the
_____ of _____

contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public: _____

My Commission Expires: _____, 20____

END OF SECTION

SECTION 00700
AGREEMENT FORMS

CONTENTS

- CONTRACT FORMS

- Performance Bond.

ASU Standard Form.

- Labor and Material Payment Bond.

ASU Standard Form.

- Subcontracting Report.

ASU Standard Form.

- Form of Agreement.

The New ABOR Standard Form of Agreement Between Owner and Contractor, December Edition

**ARIZONA BOARD OF REGENTS
PERFORMANCE BOND**

PURSUANT TO BOARD OF REGENTS POLICY 3-804D
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the city of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Arizona Board of Regents, (hereinafter called the Obligee) in the amount of _____ Dollars (\$ _____) for

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ___ day of _____, 20____, to construct and complete a certain work described as _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guarantee required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Arizona Board of Regents Policy Section 3-804D, and all liabilities on this bond shall be determined in accordance with the provisions of this section, to the extent as if copied at length herein.

The prevailing party in a suit on this bond, including any appeal thereof, shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20____.

Principal Seal

By _____

Surety Seal

By _____

PAYMENT BOND
PURSUANT TO BOARD OF REGENTS POLICY 3-804D
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the city of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Arizona Board of Regents, (hereinafter called the Obligee) in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ___ day of _____, 20____, to construct and complete a certain work described as _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Arizona Board of Regents Policy Section 3-804D, and all liabilities on this bond shall be determined in accordance with the provisions of the section, to the same extent as if copied at length herein.

The prevailing party in a suit on this bond, including any appeal thereof, shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20____.

Principal Seal

By _____

Surety Seal

By _____

ARIZONA STATE UNIVERSITY
PURCHASING and BUSINESS SERVICES
SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS
(REPORT TO BE SUBMITTED QUARTERLY)

1. Reporting Period: from _____ to _____	2. Report Number: _____	3. Date Submitted: _____
4. Contractor Name & Address: _____ _____ _____	5. Project: /Number/Signature Date: Name: _____ Number: _____ Signature Date: _____	
6. Dollar Value of Contract: _____	7. Total Payment from University: _____	
8. Subcontractor and Payment: _____ _____ _____ _____	\$ _____ \$ _____ \$ _____ \$ _____	
9. Type Name and Title of the Individual Administering Contract: _____	Signature: _____	Telephone Number () _____
10. Type Name and Title of the Approving Officer _____	Signature: _____	

GENERAL INSTRUCTIONS

- Item 1 The report shall be submitted by the 10th day of the month following close of the reporting period. Reporting periods are: January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.
- Item 2 The initial report shall be identified as Report No 1. Reports shall be consecutively numbered.
- Item 3 Date report is completed.
- Item 4 Enter information on contractor submitting report.
- Item 5 Enter information on the project.
- Item 6 Enter the estimated dollar value of the contract. Modify for changes as they occur.
- Item 7 Enter cumulative payments received from ASU.
- Item 8 Enter name and address of subcontractor and cumulative payments received.
- Item 9 Enter name and title of company individual responsible for administering contract. Signature and telephone number required.
- Item 10 The approving officer shall be the senior official of the company responsible for contract performance

APPENDIX A

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**CURRENT VERSION 11-01-01 (SUBJECT TO CHANGE) FOR THE STANDARD FORM OF CONTRACT AND
GENERAL CONDITIONS BETWEEN THE OWNER AND CONTRACTOR**

**NOTE: THE CURRENT CONTRACT FORM CAN BE VIEWED ON THE ASU WEB-SITE UNDER GENERAL
CONSTRUCTION (GC) CONTRACT AT:**

http://uabf.asu.edu/ubs_forms

APPENDIX B

DIRECTIONS TO USB VISITOR PARKING

Purchasing and Business Services is in the University Services Building, (1551 S. Rural Road, Tempe AZ, 85281) located on the east side of Rural between Broadway Ave and Apache Boulevard. Visitors may park in the USB Lot 45, located directly behind the building, using the **Pay by Space** machine, which has a cost of \$2.00 per hour or any portion thereof. The meter will be located near the main entry to USB, to allow visitors to park their vehicles and easily access the machine on their way into the building.

Note: Do not use any reserved spaces, for example, 20 min loading spaces, Human Resources 20 min parking spaces, or Financial Services reserved spaces, etc. You will be responsible if your vehicle is ticketed or towed away.

All visitors to USB are to obtain a [visitor's badge](#) from the USB Reception Desk to wear while in the building, please check in at the USB Reception Desk. The receptionist will call to have you escorted to your meeting.

**APPENDIX C
TENTATIVE SCHEDULE AND RISK MANAGEMENT PHASE**

No.	Task	Date
1	<i>Issue Solicitation</i>	<i>May 14, 2010</i>
2	<i>Educational/Pre-Bid Conference</i>	<i>May 19, 2010</i>
3	<i>Deadline for submission of questions and/or requests for clarifications</i>	<i>May 20, 2010</i>
4	<i>Bids due</i>	<i>May 28, 2010</i>
5	<i>Pre-qualification review</i>	<i>June 1, 2010</i>
6	<i>Contractor Selection</i>	<i>June 2, 2010</i>
7	<i>Risk management Kick-off Meeting</i>	<i>June 2, 2010</i>
8	<i>Risk Management Summary Meeting</i>	<i>June 7, 2010</i>
9	<i>Award</i>	<i>June 7, 2010</i>
10	<i>Start of Construction</i>	<i>June 14, 2010</i>
11	<i>Beneficial Occupancy</i>	<i>December 10, 2010</i>
12	<i>Client Move in</i>	<i>December 15, 2010</i>
13	<i>Project Closeout</i>	<i>January 10, 2011</i>

RISK MANAGMENT PHASE

The apparent low bidder will be required to perform risk management functions as outlined in below. The intent of this period is to allow the Contractor an opportunity to clarify any issues or risks and to prepare a Risk Management Document.

The Risk Management period is not a negotiation period. The Contractor will not be permitted to modify their cost/fee/financial rates, or project durations. The apparent low bid Contractor will be required to conduct a Risk management Meeting. If Arizona State University (“ASU” or “University”) determines upon completion of the risk management meeting that the Contractor did not adequately address the requirements of a Risk Management Document and Risk Management Meeting (see below), ASU will determine the contractor non-responsive and consider the next lowest-bid Contractor for potential award (this Contractor would also have to conduct a Risk management Meeting). If ASU determines that this Contractor adequately addresses the Risk Management Document and Meeting requirements and offers the potential best-value, they will determine that Contractor responsive and proceed to issue an Award and Notice to Proceed.

POST AWARD PROCEDURES

WEEKLY RISK REPORTING SYSTEM

The awarded Contractor will be required to submit weekly reports documenting risks on the project, as outlined. The reports are due every Friday, once a notice to proceed is issued, until the project/service is 100% completed. It is the Contractor's responsibility to submit accurate reports on time. The accuracy and on-time submittal of the reports will impact the Contractor's final rating.

POST PROJECT EVALUATION

Upon completion of the project, the Contractor will be evaluated based on their performance on the project. This includes, but is not limited to: overall quality, ability to manage the project, ability to minimize complaints, ability to minimize University efforts, project completed on time with no change orders, submission of accurate weekly reports. The final rating will be used to modify the Project Teams reference score or PPI scores by 50% (including the Contractor, and critical individuals). The modified rating will be used for competition on future projects at the Arizona State University.

RISK MANAGEMENT PHASE

OVERVIEW

The Risk Management Phase is carried out prior to the signing of the contract. The University's objective is to have the project/service completed on time, without any cost increases, and with high customer satisfaction. At the end of the project, ASU will evaluate the performance of the Contractor based on these factors, so it is very important that the Contractor preplans the project to ensure there are no surprises.

It is the Contractor's responsibility to ensure it understands ASU's subjective expectations. It is not ASU's responsibility to ensure that the Contractor understands what their expectations are. The Contractor is at risk, and part of the risk is understanding ASU's expectations.

The Risk Management Phase provides the Contractor with a final opportunity to protect itself, by allowing the Contractor to carefully pre-plan the project before an award is made. The pre-planning should include all coordination and identification of all risks that cannot be controlled by the Contractor.

In many cases, one of the Contractor's biggest risks (in terms of delivering the service with high satisfaction) is ASU themselves. Therefore, it is in the Contractor's best interest to identify any issues or concerns ahead of time during the risk management phase. The Contractor should minimize their risk by creating documentation that puts them in control and eliminates any outside interference that could hinder them from performing.

PRE PLANNING AND COORDINATION

Once you are notified that you are the apparent Low Bid Contractor, you will be asked to compile a list of all the risks that you do not control. You may also receive an additional list of any client University issues or concerns.

ASU requires that the Contractor attend a Kick-Off Meeting to discuss the objectives of the Risk Management Phase. A short video tutorial will be available to the apparent Low Bid Contractor at (www.pbsrg.com), which provides information on the Risk Management Phase. Contractors will receive a password from the University's project manager. Contractor is required to watch the video and perform the following functions:

- Re-visit the site to do any additional investigating.
- Coordinate with all parties that will be involved with the project. Identify what concerns they have and determine solutions to resolve their concerns. This may include consultants, subcontractors, and material suppliers to ensure that there are no inconsistencies with the requirements or delivery schedules.
- Identify where the risk lies on the project and make sure that all identified risks can be minimized.
- Identify any actions required by ASU or ASU's representatives.
- Identify all risks that the Contractor does not control with a plan to mitigate the risks.

RISK MANAGEMENT DOCUMENT

The objective of the Contractor's Risk Management Document is to identify risk that the Contractor does not control or risk that is impacted by factors that the Contractor does not control. The Contractor must also identify how they will attempt to minimize the risk. If the Contractor does not identify the risk that they do not control, then the Contractor is stating the risk (stated or not stated) is under their control and a part of their contract to meet the intent of ASU. This forces the Contractor to do what a high performing Contractor would do, to think in the best interest of the University.

The Risk Management Document should address the concerns of ASU. The identification of these concerns is a clarification of the understanding of ASU's expectations. It in no way changes the technical scope or amount of work of the Contractor, but merely confirms that the Contractor has understood the intent of the University. The objectives of these clarifications are to confirm that the Contractor understands ASU's intent. The Risk Management Document must include the following items as a minimum:

1. Scope
2. A project financial summary.
3. A complete project schedule.
4. A complete list of factors/risks which are outside the control of the Contractor.
5. A project action item checklist.
6. A project and emergency contact list.

RISK MANAGEMENT MEETING

The risk managements meeting is held at the end of the planning phase and is used to present a summary of what was developed and agreed upon during this phase. The risk management meeting is not a question and answer session. The Contractor must not wait for the meeting to ask questions. All coordination and planning with ASU should be done prior to the meeting.

The Contractor should give a presentation, which walks ASU through the entire project and summarizes all of the coordination/planning done during the risk management period. The

Contractor should bring their team and all the documents specified in the Risk Management Document. The Contractor should come with documents explaining what ASU is responsible for in this project and should identify exactly what they want from ASU with due dates. The Contractor must convince the University that they have minimized all risks and will not be surprised once the project begins. The risk management meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents stated the Risk management Document.

REMEMBER: The Risk Management Phase provides the Contractor with a final opportunity to protect itself, by allowing the Contractor to carefully pre-plan the project before an award is made. If the Contractor does not identify a risk or risks that they do not control, then the Contractor is stating the risk (stated or not stated) is under their control and a part of their contract to meet the intent of ASU.

WEEKLY RISK REPORTING SYSTEM GUIDE

OVERVIEW

The Weekly Risk Reporting System (WRRS) is a tool for the University in analyzing the performance of the service based on risk. The WRRS is expected to take minimal effort (approximately 5 minutes per week). The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems or meetings that the Contractor may do.

The purpose of the WRRS is to allow the Contractor to manage and document all risks that occur throughout a project. Risk is defined as anything that impacts project cost or project schedule. This includes risks that are caused by the Contractor (or entities contracted by the Contractor), and risks that are caused by the University (scope changes, unforeseen conditions, etc). The University may also require the Contractor to document risks that may impact customer or client satisfaction.

SUBMISSION

The weekly report is an excel file that must be submitted on the Friday of every week. The report is due every week until the project is 100% complete and final payment is made. The University's Project Manager will provide the awarded Contractor an electronic version of the spreadsheet. The report must be emailed to the University's project manager.

The completed report must be saved using the date and name of the project given by ASU (Format: **YYMMDD_ProjectName**; For example, 'Waste Management Building for the week ending Friday, August 6, 2010, should be labeled '100806_Waste Management Building'). Weekly Reports are to be emailed by midnight of each Friday.

ONLINE TUTORIAL

A short video tutorial is also available online for the potential Contractor only at (www.pbsrg.com),

which provides information on the reporting system. Contractors are required to watch this video prior to completing/submitting the weekly reports. Contractors will receive a password from the University's project manager.

The weekly report consists of scope changes or unforeseen events that are risks to the project in terms of cost, schedule, or University satisfaction including any issues that could potentially develop into a risk. When a new issue is identified, it is added to the project risks, along with the following: Identification date (date the risk was identified), plan to minimize the risk, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

Prior to submitting the report, the Contractor must contact the University's project manager if there are any risks or potential risks identified. The ASU Project Manager is required to provide a satisfaction rating based on the identified risk and the Contractors plan to mitigate the risk. The rating is based on a scale of 1-10 (10 being completely satisfied and 1 being completely dissatisfied). The ASU Project Manager may modify their satisfaction ratings at any time throughout the project. When a risk is resolved, the actual date of resolution must be listed.

Contractor is also required to submit a detailed project schedule in the weekly report. The schedule report must contain the Contractor's original schedule along with the current estimated schedule.

Note: The Weekly Reports will be analyzed for accuracy and timely submittals by the ASU Project Manager. Upon completion of the project, the Contractor will be evaluated based on their performance on the project. This includes (but is not limited to): overall quality, on-time completion, no cost change orders, no complaints, and submission of accurate weekly reports. The final rating will be used to modify the Contractors Teams reference score or PPI scores by up to 50%. The modified rating will be used for competition on future projects.