



3/07/19

**REQUEST FOR PROPOSAL**  
**UNIVERSITY HOUSING MATTRESSES**  
**RFP 231905**  
**DUE: 3:00 P.M., MST, 03/28/19**

Deadline for Inquiries

3:00 P.M., MST, 03/14/19

Time and Date Set for Closing

3:00 P.M., MST, 03/28/19

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## SECTION I – REQUEST FOR PROPOSAL

### RFP 231905

Arizona State University is requesting sealed proposals from qualified firms or individuals for **University Housing Mattresses**.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Boulevard & Broadway Road) Tempe, Arizona 85281 **on or before 3:00 P.M., MST, 03/28/19** at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. **No proposals will be accepted after this time.** No other public disclosure will be made until after award of the contract.

Arizona State University's Overnight Delivery (FedEx, Airborne, and UPS) address is:

Purchasing and Business Services  
University Services Building  
Arizona State University  
1551 S. Rural Rd  
Tempe, AZ 85281

Arizona State University's U.S. Postal Service Mail address is:

Purchasing and Business Services  
Arizona State University  
P.O. Box 875212  
Tempe, AZ 85287-5212

ARIZONA STATE UNIVERSITY

*Erik Villescaz*  
Erik Villescaz  
Buyer

## **SECTION II – PURPOSE OF THE RFP**

### **1. INTENT**

Arizona State University (ASU) is seeking proposals for resident hall housing mattresses for delivery between June 15 and June 30, 2019.

### **2. BACKGROUND INFORMATION**

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

More information about ASU is located at <http://www.asu.edu>.

### **3. TERM OF CONTRACT**

The initial contract term will be for three (3) year with the possibility of two (2) successive one (1) year renewals, for a total term not to exceed five (5) years. The contract will be available for use by other University departments during this term.

### **SECTION III – PRE-PROPOSAL CONFERENCE**

No pre-proposal conference will be held.

## SECTION IV – INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, Tempe, Arizona 85281, **on or before the time and date set for closing. No proposal will be accepted after this time.** The University Services Building is located on the east side of Rural Road between Apache Boulevard and Broadway Road. **PROPOSALS MUST BE IN A MARKED SEALED CONTAINER** (i.e., envelope, box):

Name of Proposer  
Title of Proposal  
RFP Number  
Date and Time Proposal is Due

No telephone, electronic or facsimile proposals will be considered. **Proposals received after the time and date for closing will be returned to the proposer unopened.**

2. **DIRECTIONS TO USB VISITOR PARKING.** Purchasing and Business Services is in the University Services Building (“USB”) 1551 S. Rural Road, Tempe, AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). A parking meter is located near the main entry to USB.

All visitors to USB are required to check in at the USB Reception Desk to obtain a visitor’s badge to wear while in the building. The receptionist will call to have you escorted to your meeting.

3. 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).
4. You may withdraw your proposal at any time prior to the time and date set for closing.
5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitations are performed under the direct supervision of the Chief Procurement Officer and in complete accordance with University policies and procedures.
6. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once a contract is

executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.
8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.
9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.
10. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. **A description of the proposers expected efforts to solicit SB & SDB participation should be enclosed with your proposal.**
11. Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.
12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of **one hundred twenty (120) days** after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
13. **EXCEPTIONS:** The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions will be incorporated into the contract between the University and the successful proposer. **Proposals that are contingent upon any changes to these**

**mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.** All exceptions must be submitted with justification and alternate language, and **MUST** be submitted with the proposal. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP.

14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.
15. Days: Calendar days  
May: Indicates something that is not mandatory but permissible/desirable.  
Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.  
Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.
16. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.
17. All proposals and accompanying documentation will become the property of the University at the time the proposals are opened. **It will be the proposer's responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer.** If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.
18. All required performance and payment bonds shall be held by the University in a secure location until the performance of the contract and the payment of all obligations rising there under have been 100% fulfilled. Upon completion of the project and all obligations being fulfilled, it shall be the proposer's responsibility to request the surety bonding company to submit to the University the necessary



documents to approve the release of the bonds. Until such time the bonds shall remain in full force and effect.

19. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. **Unless reasonable objection is made in writing as part of your proposal to this Request for Proposal, the Board or either of the other two Universities may purchase goods and/or services from any contract resulting from this Request for Proposal.**
20. The University has entered into Cooperative Purchasing Agreements with the Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the proposer, the Community College District and/or Maricopa County may access a contract resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, **please state so** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.
21. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures (\$AVE) cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the proposer, a member of \$AVE may access a contract resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.
22. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing, to:

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

Tel: 480-727-2478  
E-mail: Erik.Villescaz@asu.edu

Requests must be submitted via email to [Erik.Villescaz@asu.edu](mailto:Erik.Villescaz@asu.edu). All formal inquiries must be submitted at least ten (10) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

Note that the University will answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from the University.

23. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
24. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.
25. Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor's product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.
26. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at <http://www.epeat.net> on the Web.
27. To the extent applicable to any contract resulting from this Request for Proposal, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. **Proposer agrees to indemnify the**

**State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer's breach of its obligations under this paragraph.**

28. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809,

Protests should be directed to:

Jamon Hill  
Deputy Chief Procurement Officer  
Purchasing and Business Services  
PO Box 875212  
Tempe AZ 85287-5212  
Email: [Jamon.Hill@asu.edu](mailto:Jamon.Hill@asu.edu)

Please note that as the University takes protests very seriously; we expect you to do so as well. Frivolous protests will not result in gain for your firm.

29. Other Opportunities with the University **NOT** related to this Request for Proposal.

### **The ASU Magazine**

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

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

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

Specific partnership opportunities exist in a variety of areas.

- Advertise in the ASU Magazine, mailed to more than 400,000 homes around the world three times per year.
- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences. Events include: Founder's Day, Homecoming, Legends Luncheon, Sun Devil 100, football tailgates, Career Fairs and many more! Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services to Sun Devil alums all over the world.
- Advertise on the ASU Alumni Web site or on our 110 Chapter/Club websites or in monthly E newsletter which is sent out to more than 240,000 people monthly. Cost is \$1000 per month per each advertising venue.
- Learn more by Contacting John Davis at 480-965-5051 or [jadavis@asu.edu](mailto:jadavis@asu.edu) today to start doing business with Sun Devil nation!

## Sun Devil Sports Marketing

Sun Devil Sports Properties is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics. Sponsorship opportunities include, but are not limited to, on-premise signage, radio, print, digital, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Ben Burke at 480-727-9390.

## Arizona PBS Delivers...

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

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

- Web views – [www.azpbs.org](http://www.azpbs.org) (150,000 unique visitors a month)
- E-Marketing – 40,000 email addresses ... and more.

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

## **SECTION V – SPECIFICATIONS/SCOPE OF WORK**

### **1. General**

All mattresses shall be manufactured in the USA in accordance with federal mattress regulations, requirements and standards. Mattresses shall be clean and free from defects in material and workmanship to avoid formaldehyde and other poisons and contaminants.

### **2. Delivery Requirements**

Mattress freight must be F.O.B. ASU Tempe campus and Glendale campus. Delivery must be made during ASU summer business hours of operation:

- Monday through Friday 7:00 AM to 3:30 PM to Residence Halls at our Tempe and Glendale campuses
- Deliveries are required between June 15 and June 30, 2019
- Delivery date must be coordinated with the ASU Residential Facilities Supervisor at (480) 431-7211 at least 48 hours prior to delivery

Proposer shall have complete responsibility for items until they are unpacked, assembled, and installed in rooms.

Proposer shall be responsible for the removal of crating and packing materials from University premises.

Proposer shall be responsible for proper and legal off-site disposal of crating and packing materials.

Proposer shall be solely responsible for correcting damages to University premises resulting from the installation process.

Items shall be considered received when completely unpacked, assembled, installed in rooms and free of dirt, dust, marks, dents, scratches, tape, packaging or other foreign substances.

The installation shall be inspected by representatives of the University and the proposer prior to final acceptance by the University.

The delivered product will be inspected by the University. In the event the delivered product fails to conform to award specifications, the Vendor shall remove the delivered product and immediately replace it with an acceptable product conforming to the contract requirements at no additional cost to the University.

### 3. Installation, Removal and Recycle

Proposer shall be responsible for all labor and equipment required to transport new mattress from the delivery truck to each dorm room or location of delivery, and transport the used mattress from the dorm room or location of delivery to the delivery truck. The used mattresses must be taken to a mattress recycle facility and be recycled.

### 4. Mattress Specifications

**Mattress Size:** Mattress sizing varies by order and may include multiple sizes:

- 36" x 7" x 80"
- 54" x 7" x 75"
- 54" x 7" x 80"
- 36" x 7" x 90"
- 60" x 7" x 80"

**Ticking:** The mattress cover shall be a 210 denier waterproof, antibacterial, antifungal, PVC free, polyurethane coated nylon with durable water repellent that causes fluid to bead up on the mattress rather than wet the fabric. Vinyl or Vinyl-backed ticking is unacceptable.

The cover shall be treated with an EPA registered and BPD compliant antimicrobial to protect the mattress from stains and odors. State the ticking quoted in your proposal. The top and bottom sections shall be made of one full width fabric with no seams.

The ticking used for the borders shall contain no more than two seams all around with all ends hemmed, spliced, and securely sewn together by machine in such a manner as to leave no break in the uniformity and finish. All exterior seams should be inverted seams.

**Construction:** The mattress construction shall be a four-corner box construction. Envelope construction is not permitted.

Construction must incorporate lock stitched (NOT chain stitched) inverted seams with the seams located half way down the depth of the mattress in order to prevent body fluid absorption into the mattress. There shall be no tape edge seams, zippers or velcro anywhere on the mattress to eliminate nesting sites for bed bugs.

Each side of the innerspring unit shall be covered with a spun bond insulator that is glued into place to prevent migration.

**Spring Unit:** The spring unit shall be an all-wire, knotted-coil construction and shall consist of transverse rows of coils by the use of 17.5 gauge patented lacing wire helicals running at right angles to the long axis of the unit. All coils shall be an hourglass shape. The spring unit shall have a low profile 7" x 24" coil count configuration. The spring wire shall be 13 gauge high carbon and properly heat treated to eliminate permanent load stress.

**Foam:** A 2" thick layer of premium quality 1.8 lb./ft<sup>3</sup> minimum density convoluted foam shall be placed on top and bottom. The firm side shall contain 46 ILD pressure reduction foam and the plush side shall contain 32 ILD pressure reduction foam, providing the mattress with dual firmness and increased comfort.

The perimeter of the mattress shall contain ultra firm 1.8 lb./ft<sup>3</sup> 85 ILD foam edges to prevent edge collapse. The foam used must have the CertiPUR-US certification, thereby confirming that the foam has Low VOC emissions for indoor air quality.

The foam shall be made with a blend of conventional polyols and natural, renewable polyols, such as soy bean oil, to reduce our nation's dependence on petrochemicals and lower greenhouse gas emissions. All foam must pass the California Technical Bulletin #117-2013 flammability standard.

**Flammability:** The mattress shall meet 16 CFR Part 1633 flammability test. Documentation/written certification of conformance is required with proposal. If your mattress also meets California Technical Bulletin #129, Boston Fire Department IX-11, or other tests, provide certification. It is preferred that fire barriers containing chemical additives or flame retardant additives be avoided if alternate means and material are available.

**Testing Requirements:** The mattress must meet the requirements of the following test methods.

**NOTE:** The proposer must provide copies of the test results with the name of the independent testing facility and the bidding company. Failure to provide test results from an independent test laboratory for all of these standards will automatically make the bid non-compliant and invalid. Affidavits of Assurance of Compliance to specifications in lieu of test results and related third party testing certifications are NOT acceptable.

- Boston Fire Department IX-11 Full Composite Burn Test



- California Technical Bulletin #129 and #603 Open Flame Burn Test
- ASTM 1590 / UL Test 1895 for Open Flame Test for Heat Release
- Consumer Product Safety Commission 16 CFR 1633 Open Flame Burn Test
- ASTM METHOD F 1670 Liquid and Synthetic Blood Penetration Test
- Allergen Barrier Use Simulation Test
- The specified ticking must be certified to be PBDE free, antimony free, and lead free.
- ASTM METHOD F 1671 Viral Penetration Test
- Antibacterial Assessment Report

**Sample:** Proposer shall provide a miniature sample of the item offered prior to 03/27/19. The miniature sample shall be the exact and true representation of the materials and components to be used. The miniature sample will be tagged or labeled with the name of the proposer and the RFP number. The miniature sample shall be provided at no cost to the University. In the event the delivered product fails to conform to the miniature sample provided, the proposer shall immediately replace the portion of the delivered commodity with acceptable material and/or components conforming to the contract requirement at no additional cost to the University.

**Packing:** Each mattress shall be packaged in a manner to assure that it is delivered in a clean, undamaged condition, free of defects and heat-sealed in a 4 mil poly bag.

**Warranty:** Provide full warranty information. A six (6) Year Full Replacement minimum requirement. Proposer must include a complete detailed copy of the manufacturer's warranty. The warranty policy should include length and how executed, especially with regard to life expectancy; method for determining manufacturing defects versus negligence, misuse or abuse; and explain how the manufacturer handles replacements of defective or damaged items.

## **SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS**

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

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

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

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

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

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

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

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

## **SECTION VII – PROPOSER QUALIFICATIONS**

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

- 1.** Proposer shall present evidence that the company or its officers have been engaged for at least the past five (5) years in providing services as listed in this RFP.
- 2.** Proposer shall provide three (3) customer references, from comparable institutions, for similar products or services specified in this RFP, including names, telephone numbers and email addresses of the contacts.
- 3.** Proposer shall provide evidence of background check process. Background checks by proposer shall comply with all applicable laws, rules and regulations. Proposer further agrees that the background checks as required in the agreement, are necessary to preserve and protect public health, safety and welfare.
- 4.** Proposer shall provide the name and address of the recycling facility and their recycling process where the used mattresses will be delivered. Proposer shall provide a Certificate of Recycling sample from the recycling facility.
- 5.** Proposer shall submit a copy of the warranty/warranties and return policy with each proposed mattress.

## **SECTION VIII – EVALUATION CRITERIA**

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

1. Response Specifications/Scope of Work (35%)
2. Response Pricing Schedule (30%)
3. Response Proposer Qualifications (15%)
4. Acknowledgment and acceptance of ASU Terms and Conditions (10%)
5. Sustainability Efforts and Sustainability Questionnaire (10%)

Confidential and/or Proprietary Information must be submitted per the instructions in Section IV, item 9. Any watermarks, footnotes or reference to Confidential and/or Proprietary throughout the submitted proposal will be disregarded as boilerplate markings.

## **SECTION IX – PRICING SCHEDULE**

Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this RFP.

Pricing must be itemized as follows:

1. Price per quantity, size, and description of mattresses detailed below.  
Pricing must be held for the initial contract period of three (3) years:
  - 700 each: 36" x 7" x 80" mattresses delivered to ASU Tempe Campus specified dorms
  - 60 each: 54" x 7" x 75" mattresses delivered to ASU Glendale Campus specified dorms
  - 15 each: 54" x 7" x 80" mattresses delivered to ASU Tempe Campus Warehouse
  - 20 each: 36" x 7" x 90" mattresses delivered to ASU Tempe Campus Warehouse
  - 10 each: 60" x 7" x 80" mattresses delivered to ASU Tempe Campus Warehouse
2. Delivery fee from manufacturing facility to each ASU location (Tempe Campus Dorms, Glendale Campus Dorms, Tempe Campus Warehouse)
3. Installation fee of new mattresses to each dorm room, and removal of used mattresses from each dorm room (at ASU's discretion this portion of the scope may be sourced by a third party)
4. Delivery, or shipping fee of used mattresses to recycling facility, and any associated recycling fees
5. Any special installation requirements shall be submitted and itemized.
6. Any additional expenses not explicitly stated will not be honored by ASU.

## SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

### Format of Submittal

To facilitate direct comparisons, your proposal must be submitted in the following format:

1. **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; and
2. **One (1) “single”** continuous electronic copy (**flash drive only**), PC readable, labeled and no passwords.
3. Any confidential and/or proprietary documents must be on a separate flash drive and labeled appropriately.
4. Proposer must check all flash drives before submitting. Company marketing materials should not be included unless the Request for Proposal specifically requests them. All photos must be compressed to small size formats.

### Content of Submittal

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

1. Mandatory certifications per Section XII
2. Section V Specifications/Scope of Work
3. Section VII Proposer Qualifications
4. Section IX Pricing Schedule
5. Section VI – Sustainable Purchasing– Supplier Sustainability Questionnaire
6. Section XI - Acknowledgement and acceptance of all ASU Terms and Conditions. All exceptions must be submitted with justification and alternate language, and **MUST** be submitted with the proposal.

## SECTION XI – AGREEMENT - TERMS & CONDITIONS

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

The parties to the Purchase Order will be bound by the ASU Terms and Conditions effective on the date the purchase order is received. The ASU Terms and Conditions are available at [https://www.asu.edu/purchasing/pdf/Stand\\_TsCs\\_Provisions.pdf](https://www.asu.edu/purchasing/pdf/Stand_TsCs_Provisions.pdf).

Insurance requirements are outlined within this RFP and will be included in any resulting Purchase Order. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed non responsive and may be rejected.** All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.

**ASU Terms and Conditions Amendment:** Unless and until the District Court's injunction in Jordahl v.

Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S.35-393.01 (A)) is unenforceable and the State will take no action to enforce it. Offers will not be evaluated based on whether this certification has been made.

## Insurance Requirements

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

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

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

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

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

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

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

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

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

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

c. Policy will contain a severability of interest provision.

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

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

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



performed by or on behalf of Supplier.

- c. This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901, when such contractor or subcontractor signs the [Sole Proprietor Waiver Form](#).

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

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

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

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

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

**F. Approval.** These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in the Agreement will require the approval of ASU's Department of Risk and Emergency Management.

## SECTION XII – MANDATORY CERTIFICATIONS

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

### CONFLICT OF INTEREST CERTIFICATION

\_\_\_\_\_  
(Date)

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

- ( ) There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.
- ( ) The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

## FEDERAL DEBARRED LIST CERTIFICATION

### Certification Regarding Other Responsibility Matters (April 2010)

\_\_\_\_\_ (Date)

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

**ANTI-LOBBYING CERTIFICATION**

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

\_\_\_\_\_  
(Date)

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

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

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

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

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

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

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

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

## SUPPLIER SUSTAINABILITY QUESTIONNAIRE – SMALL COMPANY

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

To each question please provide at least one of the following types of responses:

- An explanation or description
- A URL of your policy or program

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

### **Energy**

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

### **Solid Waste**

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

### **Water Waste**

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

### **Packaging**

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

### **Sustainability Practices**

1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm's sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?

8. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
9. Name any third party certifications your firm has in regards to sustainable business practices?
10. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

### **Community**

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

## **SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY**

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

To each question please provide at least one of the following types of responses:

- An explanation or description
- A URL of your policy or program

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

### **Energy**

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

### **Solid Waste**

3. What is your firm doing to reduce waste to landfill?
4. What is your firm's annual waste to landfill generated in metric tons? (Enter total metric tons)
5. What plan is in place to reduce waste to landfill generated in the future?

### **Water Waste**

3. What is your firm doing to reduce water waste?
4. What is your firm's annual water waste in gallons? (Enter total gallons)
5. What plan is in place to reduce water waste in the future?

### **Packaging**

4. What is your firm's plan to minimize packaging and/or describe your firm's packaging "Take Back" program?
5. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?

6. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

### **Sustainability Practices**

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

### **Community**

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

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

#### **Energy**

Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:

- o <http://www.ghgprotocol.org/calculation-tools>

Practice Green health provides basic information and tools for emissions as well:

- o <https://practicegreenhealth.org/topics/energy-water-and-climate/climate/tracking-and-measuring-greenhouse-gas-emissions>

#### **Solid Waste**

The EPA's pre-built excel file to help measure and track your waste and recycling:

- o <http://www.epa.gov/smm/wastewise/measure-progress.htm>

Greenbiz's comprehensive guide to reducing corporate waste:

- o <http://www.greenbiz.com/research/report/2004/03/09/business-guide-waste-reduction-and-recycling>

#### **Water Waste**

BSR's guide on how to establish your water usage:

- o [http://www.bsr.org/reports/BSR\\_Water-Trends.pdf](http://www.bsr.org/reports/BSR_Water-Trends.pdf)



EPA information about conserving water:

- <http://water.epa.gov/polwaste/nps/chap3.cfm>

## **Packaging**

Links to get you started on sustainable packaging:

- <http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm>
- <http://sustainablepackaging.org/uploads/Documents/Definition%20of%20Sustainable%20Packaging.pdf>

## **Sustainability Practices**

Ideas for alternative transportation programs:

- <http://www.ctaa.org/webmodules/webarticles/articlefiles/SuccessStoriesEmpTranspPrograms.pdf>

The EPA environmentally preferable purchasing guidelines for suppliers:

- <http://www.epa.gov/epp/>

EPA life cycle assessment information:

- <http://www.epa.gov/nrmrl/std/lca/lca.html>

Green Seal green products & services:

- <http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=16>

Ecologo cleaning and janitorial products:

- [http://www.ecologo.org/en/certifiedgreenproducts/category.asp?category\\_id=21](http://www.ecologo.org/en/certifiedgreenproducts/category.asp?category_id=21)

EPA information on sustainable landscape management:

<http://www.epa.gov/epawaste/conserve/tools/greenscapes/index.htm>