REQUEST FOR PROPOSAL

FACILITIES MANAGEMENT UNIFORM PROGRAM

RFP 232003

DUE: 3:00 P.M., MST, 04/02/2020

Deadline for Inquiries: 3:00 P.M., MST, 03/18/20

Time and Date Set for Closing: 3:00 P.M., MST, 04/02/20
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Arizona State University is requesting sealed proposals from qualified firms or individuals for **Facilities Management Uniform Program**.

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, 04/02/2020** at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. All times noted are Mountain Standard Time (MST). Please note that Daylight Savings Time is NOT observed. 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. 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**

ASU is seeking proposals for a full service uniform program for our Facilities Management Department. The program will include uniform rental, weekly laundry service for the rented uniforms, uniform repair services and lockers (or alternate storage units) for individual employee uniform storage. The uniform program will service our Tempe, Polytechnic, West and Downtown Phoenix campuses.

2. **BACKGROUND INFORMATION**

Arizona State University 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.


3. **TERM OF CONTRACT**

The initial contract term will be for two (2) year(s) with the possibility of three (3) 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

X 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

All times noted are Mountain Standard Time (MST). Please note that Daylight Savings Time is NOT observed. 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 Road 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(s) 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. The University reserves the right to award all or part of this RFP to one or more suppliers at its sole discretion.

10. The University reserves the right at its sole discretion to share this RFP and its results with other public universities, and with public Procurement Cooperatives to which the University is a member, for the purposes of utilizing the award for their own contract.

   a. Any resultant contract between awardee(s) and other public universities or public Procurement Cooperatives is solely between those two parties. Awardee(s) are under no obligation to honor pricing or terms resulting from a negotiated contract with ASU.
   b. Awardee(s) will be required to pay the University a 2% annual administration fee based on total net revenue from any public university or public Procurement Cooperative utilizing the results of this RFP as their own award.
   c. The administration fee may be charged by the supplier directly to other public universities or public Procurement Cooperatives.

11. Other public Arizona entities, including but not limited to, Northern Arizona University, University of Arizona, and Maricopa County Community College District may use the award and contract resulting from this RFP.

12. **Central Receiving and Last Mile Distribution Fee for real goods shipped to the University:**
   ASU operates centralized receiving warehouses that will be used for the majority of campus deliveries. The University’s Central Receiving Unit will charge a fee to the supplier for all centralized shipments in the form of a Last Mile Distribution Fee.

   a. This fee can, in turn, be billed back to the University in the cost of goods or added as a separate delivery fee.
   b. This fee, totaling 5% of the gross funds paid to the Supplier, shall be paid directly to the Centralized Receiving Unit. This fee will apply to any and all products sold by the Supplier that are delivered to Central Receiving.

The Fee will be calculated based on all sales transacted. The Supplier will submit the Fee, along with quarterly reports documenting all sales, to the University within 30 days following the end of each calendar quarter. Each quarterly report shall include, as a minimum, all purchased goods, price paid, and quantity for all sales within the calendar quarter just ended. Other options for last mile compensation can be discussed in the proposal, but responses should include acknowledgement of willingness to engage.

13. 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. Any watermarks, footnotes, copyright or reference to Confidential and/or Proprietary throughout the submitted proposal will be disregarded as boilerplate markings.

14. 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.
15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 10 days from the date of the award.

21. 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.
22. **All communications**, including formal inquiries, requests for significant or material clarification or interpretation, and/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: 480-727-5522  
E-mail: erik.villescaz@asu.edu

Requests must be submitted on a copy of the Proposer Inquiry Form included in Section XI of this Request for Proposal. 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 not 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.

Proposers are prohibited from communicating directly to any member of the RFP committee other than the named Buyer during the RFP process except those activities conducted under the committee’s purview. Participants with other business with the University that does not fall under the purview of this RFP may conduct that business as would normally be required to maintain that business.

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](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.

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
SECTION V – SPECIFICATIONS/SCOPE OF WORK

Uniform Requirements

The uniforms are to be new. Each shirt must have an embroidered patch, sewn on above the left breast pocket, with the ASU Sunburst Logo and “Facilities Management” as provided in Exhibit A – ASU Sunburst Logo. Each employee’s name must be embroidered on a patch, and sewn on above the right breast pocket. There will be a fitting session scheduled at each campus. The brand of the uniform provided at the fitting session must be the brand that is provided to the employee.

The service shall include an initial and weekly laundry service that includes uniforms being laundered, pressed, and placed on a wire hanger.

Samples of each of the below Uniforms types must be included with proposal. Samples will be returned upon proposers request following award of this RFP.

Uniform Description (all clothing to be measured to fit)

Regular Shirt
- Button down shirt available in short and long sleeve
- 100% cotton
- Two chest pockets
- Tan in color
- Must be available in all men’s and women’s sizes
- Must provide typical life cycle of garment

Fire Rated Shirt
- Button down shirt long sleeve only
- Provide fire rated protection information; must meet the requirement of NFPA 2112; Type 1 ARC Protection
- Two chest pockets
- Tan in color
- Must be available in all men’s and women’s sizes
- Must provide typical life cycle of garment

Painters Shirt
- Button down shirt available in short and long sleeve
- 100% cotton
- Two chest pockets
- White in color, with collar
- Must be available in all men’s and women’s sizes
- Must provide typical life cycle of garment

Pants
- Poly/Cotton Blend preferred, other garment fabric types will be considered
- Belt loops must be wide enough to accommodate at least a 1.5 inch wide belt
- Two front pockets and at least one back pocket
- Charcoal grey in color
- Side leg pockets that can be sealed by button, Velcro, zipper or snaps
- Must be available in all men’s and women’s sizes
- Must provide typical life cycle of garment

**Fire Rated Pants**
- Denim material
- Provide fire rated protection information; must meet the requirement of NFPA 2112; Type 1 ARC Protection
- Belt loops must be wide enough to accommodate at least a 1.5 inch wide belt
- Two front pockets and at least one back pocket
- Must be available in all men’s and women’s sizes
- Must provide typical life cycle of garment

**Painters Pants**
- Durable cotton
- Belt loops must be wide enough to accommodate at least a 1.5 inch wide belt
- Two front pockets and at least one back pocket, hammer loop and tool pocket
- Off white color
- Must be available in all men’s and women’s sizes
- Must provide typical life cycle of garment

**Overalls/Coveralls**
- Poly/Cotton Blend preferred, other garment fabric types will be considered
- Front and back pockets
- Zip fly front
- Charcoal gray in color
- Must be available in all men’s and women’s sizes
- Must provide typical life cycle of garment

**Repair Service Requirements**
- Vendor will provide tags to ASU for employees to note what repairs are needed, and employee will attach tag to garments needing repair
- Tear, seams coming apart, broken buttons, stains larger than silver dollar
- Repairs must be completed within one laundry cycle
- Vendor will notify ASU if it determined that the garment is unrepairable and should be replaced

**Locker Requirements**
- Approximately 50 locker units (or alternate storage units); each “locker unit” comprises of 8 individual locker spaces
- The ability to add and subtract unit as needed
- Lockers must be metal
- Vendor is responsible for all maintenance of the lockers
- Tempe campus lockers will be in multiple locations

<table>
<thead>
<tr>
<th>Campus</th>
<th>Number of Locker Units Required (8 individual locker spaces in each Locker Unit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Downtown Phoenix</td>
<td>3</td>
</tr>
<tr>
<td>Polytechnic</td>
<td>7</td>
</tr>
<tr>
<td>Tempe</td>
<td>37</td>
</tr>
<tr>
<td>West</td>
<td>5</td>
</tr>
</tbody>
</table>
Invoicing Requirements

- Monthly invoices must be submitted by campus
- Tempe campus invoices must be submitted by department
- Invoices must include: campus location, name of employee, number of shirts and pants, and sizes of each garment

Delivery Requirements

- There will be 8 drop off locations for the uniforms at the Tempe campus, and may also have multiple drop off locations at the other campuses. Details will be provided at time of award
- Deliveries must be within duty hours of each campus

Value Added Services

Provide a summary of any other value added services or programs which may contribute to the overall value of your proposal, including but not limited to:

- Training
- Industry Partnerships
- Support of ASU’s Charter and goals
- Support of Sustainable development (including sustainability education programs), veterans’ affairs, initiatives in support of women, wellness, and our changing regional demographics
- Support and enhancement of ASU’s reputation as an innovative, foundational model for the New American University
- Commitment to provide significant financial and non-financial support for the University and its signature programs
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 Request for Proposal. Your proposal shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of your proposal.

- The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.

- Financial Statements:

  Option A. Proposers who have audited financial statements are to provide the following:

  Audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

  Firm’s Name
  Confidential – Financial Statements

  Option B. Proposers who might not have audited financial statements are to provide the following:

  It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm’s two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

  Firm’s Name
  Confidential – Financial Statements

- Provide an organizational chart outlining your firm’s staffing, managerial ability, and support personnel

- Provide sample invoice to include the requirements as provided in invoicing requirements in Section V Specifications/Scope of Work

- 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 this RFP are necessary to preserve and protect public health, safety and welfare. Background checks will be completed prior to employment and on an annual basis while employee is assigned to ASU

- Proposer must review and acceptance of ASU standard contract terms. Note: all exceptions with justification and alternative language must be submitted with the proposal
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 to Specifications/Scope of Work (35%)
2. Response to Pricing Schedule (30%)
3. Response to Proposer Qualifications (15%)
4. Sustainability Efforts – Section VI and Sustainability Questionnaire (10%)
5. Acknowledgement and acceptance of ASU Terms and Conditions (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 Request for Proposal. At ASU's discretion, the number of garments required at each campus may fluctuate weekly.

1. Garment Quote

ASU is requesting 2 separate quotes:
- Quote for each campus separately
- Quote for all campuses combined
- Pricing required per the table below
- Include pricing for regular and larger sized garments

<table>
<thead>
<tr>
<th>Garment Type</th>
<th>Tempe Campus</th>
<th>Polytechnic Campus</th>
<th>Downtown Campus</th>
<th>West Campus</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shirt (regular)</td>
<td>2169</td>
<td>495</td>
<td>189</td>
<td>352</td>
<td>3,205</td>
</tr>
<tr>
<td>Fire Rated Shirt</td>
<td>126</td>
<td>16</td>
<td>2</td>
<td>33</td>
<td>177</td>
</tr>
<tr>
<td>Painters Shirt</td>
<td>101</td>
<td>22</td>
<td>33</td>
<td>11</td>
<td>167</td>
</tr>
<tr>
<td>Pants (regular)</td>
<td>315</td>
<td>389</td>
<td>0</td>
<td>33</td>
<td>737</td>
</tr>
<tr>
<td>Fire Rated Pants</td>
<td>202</td>
<td>16</td>
<td>0</td>
<td>7</td>
<td>225</td>
</tr>
<tr>
<td>Painters Pants</td>
<td>121</td>
<td>10</td>
<td>33</td>
<td>11</td>
<td>175</td>
</tr>
<tr>
<td>Overalls</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
</tbody>
</table>

2. Service Quote

The following service requirement fees must be itemized if applicable.

- Launder, Press, and Hang Garment
- Repair Work for each Type of Repair
- Pick up/Drop off of Garments
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 XIII

2. Section V - Specification/Scope of Work

3. Section VII - Propose Qualifications

4. Section IX - Pricing Schedule

5. Section VI - Green Purchasing Requirements/Specifications

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 – Intentionally Omitted
SECTION XII – 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 ASU Standard Terms and Conditions.

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.
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...
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.

4. Technology/Network Errors and Omissions Insurance. The terms of this section apply if: 1) ASU is purchasing or leasing software, or processing a software renewal; 2) Supplier is creating any code for ASU; 3) Supplier receives, stores, or analyzes ASU Data (including if the data is not online); 4) Supplier is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data; OR 5) ASU is purchasing or leasing equipment that will connect to ASU's data network.

- Each Claim $2,000,000
- Annual Aggregate $4,000,000

a. This insurance will cover Supplier’s liability for acts, errors and omissions arising out of Supplier’s operations or services, including loss arising from unauthorized access, or use that results in identity theft or fraud.

b. If the liability insurance required by the Agreement is written on a claims-made basis, Supplier warrants that any retroactive date under the policy will precede the effective date of the Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under the Agreement is completed.

c. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

5. Professional Liability (Errors and Omissions Liability). If the Supplier will provide ASU Services under the Agreement, the Policy will include professional liability coverage as follows:

- Each Claim $1,000,000
- Annual Aggregate $2,000,000

a. If the professional liability insurance required by the Agreement is written on a claims-made basis, Supplier warrants that any retroactive date under the policy will precede the effective date of the Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for 2 years beginning at the time work under the Agreement is completed.

b. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

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 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 XIII – 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)                  (Signature required)

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 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)
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)
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
1. What is your firm doing to be energy efficient?
2. 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])
3. 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 is your firm’s annual waste to landfill generated in metric tons? (Enter total metric tons)
3. 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 is your firm’s annual water waste in gallons? (Enter total gallons)
3. 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. Has an environmental life-cycle analysis of your firm’s products been conducted by a certified testing organization?
8. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
9. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
10. Name any third party certifications your firm has in regards to sustainable business practices?
11. 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?

*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:
- [http://www.ghgprotocol.org/calculation-tools](http://www.ghgprotocol.org/calculation-tools)

**Solid Waste**
The EPA’s pre-built excel file to help measure and track your waste and recycling:
- [http://www.epa.gov/smm/wastewise/measure-progress.htm](http://www.epa.gov/smm/wastewise/measure-progress.htm)

**Water Waste**
EPA information about conserving water:
- [http://water.epa.gov/polwaste/nps/chap3.cfm](http://water.epa.gov/polwaste/nps/chap3.cfm)

**Packaging**

**Sustainability Practices**
Ideas for alternative transportation programs:
The EPA environmentally preferable purchasing guidelines for suppliers:
  o  http://www.epa.gov/epp/

EPA life cycle assessment information:
  o  http://www.epa.gov/nrmrl/std/lca/lca.html

Ecologo cleaning and janitorial products: