REQUEST FOR PROPOSAL
LABORATORY EQUIPMENT TESTING SERVICES
RFP 332002
DUE: 3:00 P.M., MST, 03/16/2020

Deadline for Inquiries 3:00 P.M., MST, 02/28/2020
Time and Date Set for Closing 3:00 P.M., MST, 03/16/2020
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Arizona State University is requesting sealed proposals from qualified firms or individuals for Laboratory Equipment Testing Services.

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, 03/16/2020 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

Angelica Lopez
Angelica Lopez
Buyer
SECTION II – PURPOSE OF THE RFP

1. **INTENT**

ASU’s Environmental Health & Safety Department will be managing a services contract for safety related laboratory equipment services to be conducted on a recurring schedule or as needed as identified below.

- Annual laboratory fume hood testing services including calibration of low flow monitors.
- Ventilation testing of gas cabinets.
- Semi-annual emergency eyewash and safety shower testing services.
- Annual biological safety cabinet testing and certification.
- Repair services for laboratory hood sashes and low flow monitors as requested (hourly rate is acceptable).
- Repair, calibration and maintenance of gas detection equipment used for oxygen, carbon monoxide and flammable or combustible gases per equipment manufacturer’s instructions (hourly rate is acceptable).

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.

More information about ASU is located at [http://www.asu.edu](http://www.asu.edu).

3. **TERM OF CONTRACT**

The initial contract term will be for one (1) year with the possibility of one (1) successive four (4) 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:

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

Tel:  480-965-3665  
E-mail:  angelica.m.lopez@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

The University is requesting proposals for services either as an hourly rate, or a rate per unit, for the attached list of units. All fume hood units are to be tested to verify adherence to the requirements of ANSI Z9.5-2012, all emergency eyewash and safety showers are to be tested to verify adherence to ANSI Z358.1-2014 and the acceptance criteria identified in the ASU Chemical Hygiene Plan available here. All biological safety cabinets are to be tested to verify adherence to ANSI 49-2018. Units are located within ASU laboratories at all campuses and the selected supplier will be responsible for coordinating access to units for testing; tagging units and updating an inventory.

<table>
<thead>
<tr>
<th>Fume Hood</th>
<th>Emergency Eyewash and Safety Showers</th>
<th>Biological Safety Cabinets</th>
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</thead>
<tbody>
<tr>
<td>ANSI Z9.5-2012</td>
<td>ANSI Z358.1-2014</td>
<td>ANSI 49-2018</td>
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</table>

Additionally, supplier will be responsible for providing all materials required for testing and may include a quote for service and repair of hardware only (hood sash alignment). Supplier will not have access to fan motors or HVAC system make up air. The Supplier will also be responsible for providing all materials required for testing including containment devices to prevent water damage during the testing process.

As part of the testing services, the selected supplier must agree to the following requirements:

1. Update the provided laboratory fume hood, eyewash/safety shower and biological safety cabinet inventories related to the date the units pass the test criteria or are tagged out of service
2. Provide electronic updates along with an invoice for services monthly;
3. Immediately notify the ASU designated contact and EHS of units failing to meet performance test criteria and post signage provided by ASU indicated the unit is out of service;
4. Provide and affix identification stickers for each unit tested; and
5. Add additional units to the testing schedule at a rate specified in the quotation.

Please note that no separate charges for travel time and/or materials is allowed. Calibration of test equipment is also the responsibility of the selected supplier and no additional charges for equipment calibration are allowed. Maps of ASU Campuses and Buildings are available here.

Testing Procedures

Laboratory Fume Hoods

1. Contact designee for each unit to be tested to arrange for access and to verify that the hood is accessible for testing and that no hazardous conditions exist prior to commencing tests.
2. Locate and identify an on/off switch or indicate that hood is continually operated.
3. Adjust sash to previously designated position or to 18 inches if there is no previous designation.
4. Measure air flow as specified in ANSI Z9.5 2012 or contact EH&S to approve alternate testing scenario.
5. Acceptance criteria is 80 to 120 linear feet per minute average with no individually measured area varying from the average flow rate by greater than 20%.
6. In addition to measuring velocities, a smoke test shall be conducted at the entrance plane of each hood and the results identified.
7. Place updated inspection tag on hood with test date and results.
8. Update inventories
9. Contact EH&S if a unit does not meet the accepted criteria.

Emergency Eyewash/Safety Showers

1. All eyewashes and showers shall be inspected biannually to assure conformance with ANSI Z358.1-2014.
2. Verify that the emergency shower and eyewash is identified with a highly visible sign positioned so the sign shall be visible within the area served by the device.
3. Locate the emergency shutoff valve.
4. Verify the shut off valve (if present) is fully open.
5. Connect a flowmeter to the shower or eyewash to be tested, or provide other means of measuring flushing fluid flow.
6. Open the valve on the unit and verify that it opens in one second and stays open.
7. Verify that the shower flushing fluid supply is delivered at a minimum of 20 gallons per minute and the eyewash flushing fluid supply is delivered at a minimum of 3 gallons per minute.
8. Pull the emergency shower or eyewash valve and let it run for 1-2 minutes or until all sediment or discolored water has been flushed from the system.
9. If eyewash flushing stream is not even or is spraying, remove the cap and check for segment build up. If segment is present remove it and then replace the caps. Then repeat flushing steps until flushing water is clean and flushing streams rise to approximately equal heights, and that the flushing fluid will wash both eyes simultaneously at a velocity low enough to be non-injurious to the user.
10. Clean up water on floor, and other surfaces.
11. Place updated inspection tag on unit with test date
12. Update inventories
13. Contact EH&S if a shower or eyewash does not operate correctly

Biological Safety Cabinets

1. All units shall be certified annually to assure conformance with ANSI 49-2018.
2. Place updated inspection tag on unit with test date
3. Update inventories
4. Contact EH&S if a unit does not operate correctly

Gas Detection

1. Upon request by EHS, provide quotes for individual laboratories requiring service and calibrate gas detection equipment that is permanently mounted, but not integrated into a central monitoring system. Examples of equipment are single and multipoint monitors for oxygen, combustible and flammable gases, ammonia and carbon monoxide. Quotes should be based on an agreed upon hourly rate that is part of this contract to include obtaining and reviewing the monitoring equipment’s manufacturer’s owner’s manual.
2. The service is to include calibration with challenge gases of appropriate concentrations to verify warning and alarm levels and providing a written record of the calibration. Place updated inspection tag on unit with the current calibration date and the next due date.
Materials Needed to Test Laboratory Equipment

1. Pneumatic air flow meter calibrated within 12 months of the test date
2. Test stickers and tags
3. Smoke tubes and transporting containers
4. Materials for catching water during eyewash/shower testing and cleaning up water on floor and other surfaces including mop, rags, flow direction sleeve, 55 gallon bucket/garbage can on wheels
5. Flowmeter for eyewash/safety showers
6. Wrenches and screwdrivers

Inventories

The following inventories are approximations and may vary as new labs are added or renovated.

- 1165 Chemical Fume Hoods
- 270 Biological Safety Cabinets
- 320 Eyewash Stations
- 346 Sink Mounted eyewash
- 485 Eyewash/Shower Combination Units
- 94 Emergency Shower Units
- Unknown number of gas detection monitors (~100)

Value Added

Please 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, veterans’ affairs, and initiatives in support of women, wellness, and our changing regional demographics
- Support and enhance 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.

1. 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.

2. Provide at least two (2) customer references from other organizations of similar size and scope to ASU and how they are currently using your services. References should be verifiable and should be able to comment on the firm’s experience, with a preference related to services similar to this project. Include the name, title, phone number, and e-mail address of the individual at the client organization who is most familiar with this engagement.

3. Provide the names and resumes of the staff assigned to this project.

4. Proposer shall provide emergency contact information in the event the key personnel assigned to this contract are unavailable. Please also include whether your firm offers 24/7/365 coverage for services it provides.

5. Review and acceptance of ASU’s Terms and Conditions per Section XII. Note: all exceptions with justification and alternative language MUST be submitted with the proposal. In no event is a Proposer to submit its own standard contract terms and conditions or a previously negotiated ASU contract as a response to this section.
SECTION VIII – EVALUATION CRITERIA

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

- Response to Specifications/Scope of Work – Section V (30%)
- Demonstrated Qualifications – Section VII (30%)
- Pricing Schedule – Section IX (20%)
- Response to Sustainability Efforts – Section VI and Sustainability Questionnaire – Section XIII (10%)
- Acceptance of ASU Standard Terms and Conditions – Section XII (5%)
- Value Added Services – Section V (5%)

**Confidential and/or Proprietary Information must be submitted per the instructions in Section IV, item 13. 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.

Pricing structures include but are not limited to:

- Cost per equipment
- Emergency hours billed

***Note*** All costs must be identified in your response as the University will not pay for any hidden costs.

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<th>Service</th>
<th>Year 1</th>
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<th>Year 4</th>
<th>Year 5</th>
<th>Comments</th>
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<td>Eyewash/Shower Combination Units</td>
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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 and Sustainability Questionnaire per Section XIII.

2. Signed Service Provider Acknowledgement – Attachment 1

3. Detailed Response to Specifications/Scope of Work – Section V

4. Detailed Response to Proposer Qualifications - Section VII

5. Response to Pricing Schedule - Section IX

6. Acceptance of ASU’s RFP Terms and Conditions – Section XII
   
   Note: all exceptions with justification and alternative language MUST be submitted with the proposal.

Confidential and/or Proprietary Information must be submitted per the instructions in Section IV, item 13. Any watermarks, footnotes or reference to Confidential and/or Proprietary throughout the submitted proposal will be disregarded as boilerplate markings.
**SECTION XI – PROPOSER INQUIRY FORM**

Pre-Proposal Questions, General Clarifications, etc. – email to: angelica.m.lopez@asu.edu

**PROJECT NAME:** Laboratory Equipment Testing Services

**PROPOSAL NUMBER:** 332002

**INQUIRY DEADLINE:** 3:00 P.M., MST, March 16, 2020

**QUESTIONS ON:** ____ ORIGINAL PROPOSAL or ____ ADDENDUM NO. ________

**DATE:** ____________________________

**WRITER:** ____________________________

**COMPANY:** ____________________________

**E-MAIL ADDRESS:** ____________________________

**PHONE:** ____________________________ **FAX:** ____________________________

**QUESTIONS:**

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*Revision January 10, 2020*
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.
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.

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)

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

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

Water Waste
EPA information about conserving water:
- http://water.epa.gov/polwaste/nps/chap3.cfm

Packaging

Sustainability Practices
Ideas for alternative transportation programs:
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

Ecologo cleaning and janitorial products:
ALL SERVICE PROVIDERS ARE REQUIRED TO READ AND SIGN THIS ASU SERVICE PROVIDER ACKNOWLEDGEMENT PRIOR TO PERFORMING WORK ON ASU PROPERTY. FAILURE ON THE PART OF THE SERVICE PROVIDER TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN TERMINATION OF THE CONTRACT WITH ASU.

SERVICE PROVIDER ACKNOWLEDGEMENT

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

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

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

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

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

SERVICE PROVIDER DEFINITION

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

GENERAL SITE INFORMATION

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

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

• Compliance with any applicable dust control requirements are the responsibility of the service provider.

• It is the service provider’s responsibility to remove excess materials, such as paints, oils, adhesives, from ASU property by the end of the project.

• Consult with the project manager and ASU Environmental Health and Safety (EHS) if the project will involve regulated ASU waste, such as potentially contaminated soil, light bulbs or oil.

• Chemicals, paints, oils, fuels, etc. must be located so as to avoid potential contamination of storm drains and dry wells. The project manager will assist with determining the appropriate location.

PARKING (Park in specified areas only)
The proper parking permit must be secured from ASU Parking and Transit Systems (PTS) and displayed appropriately in vehicles. Contact the project manager and/or PTS at 480-965-6124. Do not block entrance ramps, trash docks, and truck doors, etc.

LOCKOUT/TAGOUT
ASU has established very specific control measures related to the control of potentially hazardous energy referred to Lockout/Tagout/Verify for all maintenance and construction related activities at ASU facilities. Each service provider conducting similar activities must adhere to all requirement of the ASU program which mirrors the OSHA Standard 29 CRF 1901.147 as posted on our website (Workplace Community Safety) with the exception of the service provider’s designated lock. Each service provider is required under OSHA regulations to have their own program meeting the standards requirements, but all requirements in the ASU program with the exception of lock color and style must be met including notification of all affected personnel of the Lockout/Tagout/Verify activity, logging activities, and transitioning to equipment out of service. Service providers may be required by their project manager to post notices identifying their designated locks. At no time may Lockout/Tagout devices be used for equipment out of service.

ELECTRICAL SERVICES
Work on live electrical services at 50 volts or higher is prohibited unless permitted through your project manager under the ASU Electrical Safety Program. All work on electrical services must be locked out as required under 29 CFR 1910.147.

DISCLOSURE OF ASBESTOS, LEAD AND/OR OTHER HAZARDOUS MATERIALS
ASU is informing all service providers of the potential presence of asbestos (e.g. which may be found in caulk, sheetrock joints, vinyl tiles, etc), lead, and/or other hazardous materials at ASU. Depending on the location(s) of your work, there may be one or more of these materials present. It is your responsibility to discuss the full scope of your work with the project manager or designee so that you have the appropriate information related to asbestos, lead and/or other potentially hazardous materials. If the scope of your work changes, contact your project manager or designee before proceeding to determine if the change in scope may involve the potential disturbance of asbestos, lead and/or other hazardous materials.

Should there be changes to your scope of work affecting areas outside of your original contract area, or, if unforeseen or unidentified suspect materials be uncovered or discovered during your work, you are required to stop all work which would impact those materials until they can be evaluated and tested.
by ASU. Immediately upon discovery of any unidentified or unforeseen building material, you must notify the project manager to arrange for ASU to evaluate and test the materials.

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

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

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

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

TEMPE CAMPUS UTILITY TUNNEL SYSTEM
Asbestos exists in the underground utility tunnel system located on the Tempe Campus of ASU. It is your responsibility to discuss the scope of your work with the project manager or designee in order to provide you with any further information related to asbestos issues which may be encountered during any work in the tunnels.

The gravel or earthen flooring material throughout the tunnel system has become contaminated material from historical damage and repair to pipe insulation. Walking on, or other disturbance to, the flooring material may cause entrained asbestos fibers to become airborne.

In addition, asbestos is present in most thermal system insulation applied to steam, steam condensate and hot water piping. The disturbance of insulation materials is strictly prohibited.

ASU has determined that persons working in the underground utility tunnel system may be potentially exposed to airborne asbestos fibers at or above the OSHA permissible exposure limit of 0.1 fibers per cubic centimeter (f/cc).

Service providers are advised that airborne fibers which exist in the tunnel areas may be below the minimum length of five microns capable of being detected by analysis using Phase Contrast Microscopy (PCM) analytical techniques. Airborne fibers within the tunnels are detectable using Transmission Electron Microscopy (TEM) methods. Each service provider is responsible for ensuring proper use of personal protective equipment including respiratory protection at all times while working in the Tempe tunnel system.

Contaminated waste materials generated by use of such personal protective equipment are required to be appropriately packaged in Department of Transportation-approved and labelled asbestos waste bags. Bags are to be removed from ASU property and properly disposed at the end of each work shift. Bags staged to accept waste are required to contain visible labels that clearly identify the name of the
firm generating the waste, contact phone numbers, the dates, where the waste was generated, and the ASU project number.

It is your responsibility to discuss the scope of work conducted within the tunnel system with your employees, or sub-contracted employees, and to provide the appropriate training, personal protective equipment and air monitoring as required by OSHA.

POLYTECHNIC CAMPUS
The Polytechnic Campus is subject to specific excavation requirements. Contact EHS at 480-965-1823 if the project involves excavation at the Polytechnic Campus.

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

[Service Provider Name]

[Street Address]

[City, State Zip]

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

[Name]

[Title]

Employer Representative Signature      Date