Request for Proposal #683317
For
Athletic, Corridor, and Storage Lockers

Mission Statement
To exceed Member expectations by providing high quality, cost–effective and timely solutions through a diverse portfolio of competitive agreements and value-added services.

This will be accomplished by Members, employees, suppliers and business associates working together in an ethical, efficient, professional and respectful manner.

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Part 1: GENERAL OVERVIEW

Part 1 of this document is intended as an explanatory overview only and does not include comprehensive specifications. Additional details and specifications are provided in the sections that follow.

1.1 Description of Cooperative

Educational & Institutional Cooperative Services, Inc. (E&I) is a member owned New York not-for-profit corporation established in 1934 and is governed by a Board of Directors. The Board of Directors is a group of professionals who are elected by the E&I Membership. The Board provides oversight to ensure the Members' needs are addressed and met. Our Membership is comprised of public and private universities and colleges, community colleges, other affiliated members, K-12, and teaching healthcare facilities throughout the United States.

The power of cooperative purchasing enables E&I to issue competitive solicitations and negotiate contracts for its Members on a wide variety of products and services. E&I currently maintains a large and robust portfolio in the areas of scientific equipment and supplies, furniture, interior furnishings, computer and software, electronics, multimedia, maintenance, food service, office equipment and supplies, transportation and delivery services.

1.2 Purpose and Intent of the Request for Proposal (RFP)

The purpose of this RFP is to establish a cost effective Master Agreement ("Agreement") which complies with our Member procurement requirements and will provide E&I Members a procurement vehicle to acquire the products and/or services outlined in the Scope of Services in Part 2.

E&I is committed to utilizing purchasing and business practices in accordance with the National Association of Educational Procurement Code of Ethics. The primary goals and objectives of E&I are to: (1) assist our Members to obtain the absolute lowest cost and best value that exceeds other public sector consortia agreements, (2) establish a strategic sourcing partnership with any selected manufacturer(s) and authorized dealers, and (3) enhance our position as the premier Cooperative Purchasing Service for Education.

1.3 Market Opportunity

By satisfying the above Member needs, the Cooperative anticipates significant Member purchases to be recorded against the resulting Agreement(s). The Cooperative currently has approximately 3,700 Members, comprised of roughly 50% public and 50% private. K-12 school districts, academic healthcare and research institutions have become eligible for membership in E&I. The Cooperative's expectations are a substantial opportunity for growth (in terms of Member purchases) with competitively awarded Agreement(s) in these markets. There is also interest in utilizing the potential contract by the Participating Oregon Community Colleges (POCC).

1.4 Member Participation

Once the awarded Supplier has been established and the Agreement finalized, individual E&I Members (in some situations Member departments) will review the awarded Supplier's program and determine their individual participation. The awarded Supplier's program includes the Agreement along with additional supporting materials (if any) developed by the awarded Supplier.

Some Members may have existing agreements now in place. Those Members that do, will consider this program as their existing agreements expire or, if available, may choose to opt out of existing agreements. For large dollar orders, Members retain the right to do individual Member competitive solicitations.

The awarded Supplier shall be provided an electronic file listing of E&I Members. Updated versions will be sent as needed. E&I will post the awarded Supplier's program, in the form of an E&I Agreement, on the E&I internal web site. The E&I web site is password protected and only available to the Members.

Part 1: GENERAL OVERVIEW

1.5 Definitions

The following are the definitions of general terms used in this RFP. Additional definitions specific to the scope of service may be found in Part 2, Scope of Services.

- ***MAY***: Indicates something that is not mandatory but permissible/desirable.
- ***SHALL, MUST, WILL***: Indicates a mandatory requirement(s) that must be addressed. Failure to address these mandatory requirements will result in rejection of your proposal as non-responsive. E&I may, but is not required to, reserve the right to request additional information.
- ***SHOULD***: Indicates something that is recommended but not mandatory. If the Supplier fails to provide recommended information, E&I may, at its sole option, ask the Supplier to provide the information or evaluate the proposal without the information.
- ***MANUFACTURER:*** Indicates an entity that makes the products from raw materials outlined in this RFP, all of its agents, and employees.
- ***SUPPLIER*:** Indicates an entity that distributes/furnishes the products and or services of a company, all of its agents, and employees.
- ***MEMBERS***: Includes Institutions, Universities, Colleges (private and public) and K-12 schools that are listed in the E&I record.
- ***HIGHER EDUCATION:*** All Universities, Colleges, Healthcare Facilities (private and public) in the United States that provide for advanced learning and/or grant degrees i.e. - Associate, Bachelor, Master, and/or PhD. These Universities, Colleges and Healthcare Facilities may or may not be members of E&I.
- ***K-12:*** All School Systems and Districts (private and public) in the United States that provide education for students in Kindergarten through 12th Grade. These School Systems and Districts may or may not be members of E&I.
- ***EDUCATION:*** The combination of Higher Education and K-12.
- ***DAYS:*** All days specified are based on calendar days unless otherwise noted.
- ***HUBS***: Historically Underutilized Businesses e.g. minority, women-owned businesses (for the State of Texas, Certified HUBS within the State of Texas).
- ***MWBE:*** Minority, Woman-owned Business Enterprises.
- ***NATIONAL AGREEMENT:*** E&I awards an Agreement which is available throughout the United States (including Alaska and Hawaii).
- ***REGIONAL AGREEMENT:*** E&I may elect to award an Agreement by Geographical Areas of the United States. See table below for geographic breakdown:

Contract Region Key	**States**
Northeast	CT, MA, ME, NH, NY, RI, VT
Mid-Atlantic	DC, DE, MD, NJ, PA, VA, WV
Southeast	AL, FL, GA, KY, MS, NC, SC, TN
Central	AR, IA, KS, LA, MN, MO, ND, NE, OK, SD, TX
Great Lakes	IL, IN, MI, OH, WI
Western	AK, AZ, CA, CO, HI, ID, MT, NM, NV, OR, UT, WA, WY

Part 2: SCOPE OF SERVICES

2.1 Statement of Work

E&I intends to establish a contract for Athletic, Corridor, and Storage Lockers. All E&I Members will be eligible to participate in the resulting agreement.

The awarded Supplier(s) is/are expected to be the manufacturer or a fully authorized dealer/distributor for any of the manufacturers it proposes. The Supplier is expected to furnish Athletic, Corridor, and Storage Lockers as required by Members. The Supplier and its distributors must be able to provide service and timely deliveries to all Members and campuses. Direct involvement by the awarded Supplier may be necessary to assist Members in understanding the different product types available and in selecting the best solution to fit their needs.

Supplier's complete catalog of Athletic, Corridor and Storage Lockers is included in this RFP. E&I recognizes that any one Supplier may not provide all product lines All product, supplies and accessories carried in a Supplier's catalog(s), price book(s) or otherwise available by special order are part of this solicitation. Installation and maintenance services shall also be included in proposal responses. Additional product lines/categories may be added to the resulting contract as the awarded supplier adds to their product offering. Suppliers are to include information regarding the construction types, specifications, and options that are being proposed.

Members may request from awarded Supplier nonbinding written estimates of the total costs for proposed projects. Estimates should include all factors that can affect the final cost, including but not limited to:

- Design / Technical Specifications
- Product Numbers
- Color Finish Card
- Material Costs
- Delivery
- Hourly Labor Rates
- Assembly / Installation
- Maintenance

Suppliers are encouraged to display creativity in their response by including other value-add services/options to enhance the offer to Member institutions. Proposals shall clearly state the cost of additional offerings.

2.2 Term

The Agreement term will be for five (5) years with the option of one five (5)-year renewal. Exercise of any renewal option will require formal written notification to the Supplier(s) at least one (1) year prior to the Agreement expiration. The Supplier(s) must then return formal written acknowledgement of the renewal option within 30 days.

2.3 Pricing

Suppliers are to submit pricing in **Attachment E** for any or all products and/or services. The preferred pricing structure is discount off list. Suppliers shall provide pricing based on a tiered discount structure off manufacturer's price list based upon order size. Suppliers shall provide pricing and specifics for three levels of service: delivered tailgate, inside delivery and delivered and installed.

Alternate discount tiers and service levels may be proposed and labeled "Alternate Proposal."

Supplier shall describe all available pricing options for services (discount off list, hourly fees, per unit fees, etc.)

Supplier must notify E&I of any changes in pricing, discount, product availability and consolidation of manufacturer and distributor prior to commencement of any award. Any amendment to the proposal price list at the time of the award shall be deemed the official price list. Under a resulting agreement, Supplier is required to make available any special product offerings made available by the manufacturer or distributor.

Additional product lines that are not specifically covered in this RFP, but are related to the overall scope, may be offered and considered part of the E&I Agreement.

All discounts must be held firm for the entire term of the Agreement, including any renewals; no discount changes are allowed unless to the benefit of the E&I Member. Price changes are allowed once per year by the anniversary date of the Agreement and must be approved by E&I prior to the new prices going into effect. Price increase requests must be accompanied by supporting documentation such as Manufacturer's notification of cost increases. Supplier(s) shall provide no less than 90 days prior written notice of any increases.

2.4 Detailed Products and Services Defined

All proposals shall include the following features. Any exceptions must be clearly identified.

- A discount or value added price structure for Athletic, Corridor, and Storage orders placed.
- A discount structure for all products for member orders requiring expedited delivery with near immediate shipment of products.
- Ability to track order placement and/or to be regularly notified of order delivery status.

2.4.1 Product Description

E&I Members are interested in Athletic, Corridor and Storage Lockers which meet product and service needs and requirements such as those listed below:

- Athletic – in addition to standard athletic lockers, Members may require athletic lockers customized for any sport with integrated seating, integrated lighting, ventilation fans, USB and power outlets
- Corridor lockers may be single or two tier with internal divisions or shelves to accommodate hanging space and storage
- Storage Lockers may include, bicycle lockers, emergency services lockers, equipment lockers; heavy duty and high-security lockers

Locker Specifications may include:

- Members may require materials including wood, steel, laminate, or plastic
- Single tier, multi-tier, "Z" type
- Locking options – key locking, padlocking, flush locks, cam locks, locks incorporated into a rotating handle or electronic keypads

2.4.2 Service Agreements

Members may require additional services and it is important to know of all the various services in which Supplier can assist the Members and offer the services in the proposal. Suppliers should clearly state the cost of all service agreement offerings.

2.4.3 Delivery

Timely delivery is important to the Members and may be a consideration for award of the agreement. It is essential for the Supplier to indicate their capabilities to deliver as needed and their willingness to work with each Member to assure their requirements are met.

Shipping shall be FOB destination. Supplier must indicate maximum shipping times per product category or line item. Supplier shall be responsible for any charges associated with temporary storage required prior to delivery. Members reserve the right, at no additional cost, to delay delivery by up to sixty (60) days.

2.4.4 Installation

A site survey may need to be conducted prior to engaging in a project involving installation. Supplier must inspect the job site to determine existing building conditions and settings under which installation work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered.

Supplier shall provide, place and remove materials needed to protect Member's floors, walls, door frames, elevators, etc. Product shall be installed by certified manufacturer installers. It is the Supplier's responsibility to confirm that installation is in compliance with manufacturer's specifications and local and State fire code requirements.

Installation shall include uncrating and assembly, with product ready for use. All packing materials and debris must be removed from Member's premises and properly disposed of at Supplier's expense.

Upon completion of installation, the Supplier shall demonstrate to the Member that the product is fully operational. Any deficiencies shall be corrected promptly by the Supplier at Supplier's sole expense prior to final acceptance of the work.

Supplier may need to provide Members with copies of manufacturer's installation manuals and cleaning/maintenance specifications for products purchased.

2.4.5 Emergency purchases
Members reserve the right to make purchases of items included under this contract when emergency conditions exist. All emergency purchases shall be reported as regular sales to E&I as per the reporting requirement as indicated in Part 6, Section 6.4.1.

2.4.6 Warranty
Supplier shall describe all standard and enhanced warranties for all equipment being proposed. Lifetime warranties shall remain in force regardless of whether the resulting agreement is still in place. Supplier should track the product warranty for all products sold to Member.

2.4.1 Sustainability
The Supplier is encouraged to address environmental concerns related to the purchase of recycled products, reductions of operating and maintenance costs, improved energy efficiencies, reduction of waste, use of 'green' products, and efforts to reduce consumption of energy, water, and materials.

2.4.2 Performance and Quality Assurance
Supplier must provide a detailed Performance and Quality Assurance Plan that identifies the methods by which the Respondent shall assure ordering, delivery, installation and follow up services for E&I Members in a correct and timely manner. Response may include the following:

- Manufacturer's Certification
- Sales and Maintenance Support
- Web-based procurement solutions
- Customer Service
- Technical Support
- Manufacturer Spec Sheet
- Applicable Product Brochures
- Warranties
- Post-installation services and maintenance
- Quote process
- Order placement
- Change Order and Cancellation (provide your policy)
- Length of warranty and coverage (include complete warranty information)
- Service requests
- Invoice discrepancies

- Backorders
- Delivery Lead Time
- Compliance with all federal, state, and local regulations
- Method of delivery

2.4.3 Value Added Services

All proposals must clearly state the details of any Value Added Service and what is included with the service to be provided.

2.4.4 Proposal Innovation & Improvements

Supplier may offer innovative ideas, new concepts, and alternative partnership arrangements falling outside the specifications of this RFP. Added value services, incentives, and economic solutions beyond the scope of this RFP may be considered. Examples may include:

- Value-added attributes, products and services are items offered in addition the products and services being proposed which adds value to those items being proposed
- A value-add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the product offering
- creative programs to ensure quick and deep ongoing "traction" with the membership
- programs to elevate sales made on campus (departmental "road shows," leveraging web site messages, etc.)
- willingness to work with members' on-site retail facilities (campus stores), if such program exists
- willingness to work with members on a sponsorship program, if requested
- extending the Agreement to faculty, staff, and students through employee purchase programs
- creative pricing (signing bonuses, rebates, rebates, etc.)
- incentives for early payment

E&I may accept an offer under this RFP demonstrating such a significant change or improvement that it considers being breakthrough advancement to the services being sought.

Part 3: EVALUATION CRITERIA PROCESS

Any contract(s) resulting from this Request for Proposal will be awarded in writing to responsive and responsible bidders whose proposal, in the opinion of the evaluation team, offers the greatest benefit to our members when considering the total value including the quality, service levels, customer service and total cost (including any trade, prompt payment discounts, and other miscellaneous charges).

3.1 Evaluation Information

3.1.1 All proposals should be complete to be considered responsive. If the proposal fails to conform to the requirements of the RFP, E&I and/or the RFP Team will determine whether the variance is significant enough to consider the proposal.

3.1.2 As part of the evaluation process, E&I may require a demonstration/presentation before the award is made and the demonstration/presentation may be considered as an additional factor in award. Selected Supplier(s) shall be given a script and/or instructions for the presentation in order to provide the evaluation team further insight regarding their proposal and to clarify any issues. Failure of a Supplier to conduct a presentation on the date scheduled may result in rejection of the Supplier's proposal. In addition, E&I may decide to make site visits, as needed, during the evaluation process which shall be coordinated with the respective Suppliers.

3.1.3 The evaluation of proposals also takes into consideration the State of California requirements for a contract award.

3.2 Evaluation Criteria

The E&I Member evaluation team will use a **Best Value** model for evaluating supplier responses to this solicitation and has identified the following key factors as important in evaluating the merits of a solicitation response:

- Pricing and Terms that provide for increased discounts and lower overall cost
- Breadth and Quality of Products/Services
- Service, Support, Product Warranty, Maintenance, Order Placement/Delivery/Installation
- Supplier's Qualifications, References, Experience and Past Performance; Administration, i.e. Business and Transaction Reporting Capabilities
- Added Value/Customization flexibility, and Other information as deemed relevant by the E&I Member evaluation team
- Adherence to RFP Requirements
- Supplier Diversity, including Historically Underutilized Businesses (HUBs), Woman and Minority Business Enterprises (WMBEs) and Small Business Enterprises as defined by the Small Business Administration (SBA)

The greatest value cost proposal will receive the highest number of points allocated for that evaluation element. The submittals that are determined to be of a lower value cost proposal will receive a commensurately lower number of points.

3.3 E&I Supplier RFP Response Questionnaire

As part of your proposal submission, Suppliers must complete the MS Excel questionnaire document included in **Attachment B** in this RFP. All sections of the questionnaire MUST be completed to be considered for evaluation. Your responses to these questions will be utilized to evaluate your proposal as outlined above.

Part 4: PROPOSAL REQUIREMENTS

This portion of the RFP includes a schedule of events and requirements Suppliers must follow in submitting their proposals. It further identifies how questions can be raised and will be addressed. Finally, this portion of the RFP identifies the specific rights reserved by E&I and other restrictions imposed on the RFP Process.

4.1 Tentative Schedule of Events

The timeline associated with this RFP is provided below:

Activity	Due Date
Request for Proposal issued	**Wednesday, July 6, 2016**
Pre-Proposal Conference to be held via Teleconference Call on Wednesday, July 13, 2016 at 11:30am ET. Call-in Information: Phone Number 1-855-244-8681, Conference Code 75311023, RSVP to hspedisich@eandi.org	**Wednesday, July 13, 2016**
Deadline for submission of RFP–related written questions	**Tuesday, July 19, 2016**
E&I Response to RFP-related questions	**Tuesday, July 26, 2016**
1 P.M. ET Deadline for Receipt of Proposals ("Receipt") (See Section 4.2 for detailed submission requirements)	**Thursday, August 25, 2016**
Evaluation, Clarifications, Presentations, Best And Final Offer (BAFO) and Negotiations	**Monday, October 3, 2016**
Anticipated Award(s)/Letter of Intent (LOI)	**Tuesday, November 1, 2016**
Acceptance and Execution of Agreement	**Thursday, December 1, 2016**
Implementation	**Monday, January 2, 2017**

4.2 Requirements for Return of Proposal Responses

Supplier must submit the proposal in two separate envelopes as follows:

A. <u>First Envelope</u> – Signed proposal response ONLY.

- Two (2) 'originals' of the proposal response (duly marked), each submitted in a three (3) ring binder and signed by a representative authorized to sign the proposal on behalf of Supplier, excluding "Tab 5 – Pricing", Part 7, and Attachment E.
- One (1) electronic copy of the RFP response, submitted in MS Word (read-only) and the Questionnaire in MS Excel (protected view) formats, either on a USB flash drive or formatted CD, excluding "Tab 5 – Pricing", Part 7, and Attachment E.

B. <u>Second Envelope</u> – Pricing ONLY, in separate sealed envelope within proposal package marked "RFP 683317– Pricing."

- Two (2) 'originals' (duly marked) of "Tab 5 – Pricing", Part 7, and Attachment E.
- One (1) electronic copy of pricing files submitted in MS Excel (protected view) format, either on a separate USB flash drive or formatted CD.

Each of the required copies, 'Originals' and electronic, must comply with the format specified herein. In the event of discrepancy between the Suppliers' submissions, the 'original' copy of the submission shall prevail. Fax or email submissions will not be accepted. **Failure of the Supplier to submit the files in the proper format will result in rejection of your entire proposal.**

4.2.1 Proposals must be received by the Receipt of Proposals date specified in the Schedule of Events above at E&I's office listed on the RFP cover page.

Each Supplier is solely responsible for the timely delivery of its proposal. Failure to meet the proposed date and time shall be grounds for rejection.

4.2.2 The Request for Proposal (RFP) number should be clearly marked on the outside of the sealed package.

4.2.3 Office hours for receipt of proposals are: Monday through Thursday, 8:30 A.M. through 4:00 P.M ET. Proposals shall be submitted by mail, courier or delivered in person at the address indicated on the RFP cover page prior to the closing time set for receipt of offers, as determined by the reported time in E&I's main office.

4.2.4 A Supplier may withdraw or modify its proposal prior to the Receipt of Proposals Deadline. Proposals submitted prior to the Receipt of Proposals Deadline may be modified or withdrawn only by written notice to E&I; no oral modifications will be permitted.

Any modifications to a previously submitted proposal:

- shall be in writing and in the same manner and form as required by this RFP
- shall be contained in a sealed envelope, clearly marked with the RFP number and "Modification of Proposal" notation
- will be corrected in accordance with such written request at the opening of the proposal

4.2.5 All submitted proposals constitute an offer by each respective Supplier and shall remain irrevocable for a period of 180 days following the Submission Deadline.

4.3 Pre-Proposal Conference

A Pre-Proposal conference may be held in person or via teleconference call. Supplier participation in the conference is optional, but is strongly encouraged. Suppliers wishing to participate should RSVP by going to the URL listed in the Schedule of Events (Section 4.1).

E&I reserves the right to schedule additional conference calls as needed at a later date prior to the due date of the proposal.

4.4 Rights Reserved by E&I and Restrictions on RFP Process

4.4.1 E&I reserves the right to issue Addenda to this RFP at any time prior to the "Receipt" date; acknowledgement of such Addenda must accompany the RFP response as a part of the proposal as instructed in Part 5, Section 5.2.

4.4.2 E&I reserves the right to reject any or all proposals or any part thereof.

4.4.3 E&I reserves the right to make an award and/or multiple awards by section, in whole, or to make no award.

4.4.4 E&I recommends that a Supplier's initial proposal reflect its most favorable terms. E&I reserves the right to negotiate with any Supplier(s) and to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal.

4.4.5 If this RFP is regional in scope, E&I, upon mutual agreement of the Supplier, may expand the Agreement to additional regions* or nationally* (*see Definitions - Part 1, Section 1.5).

4.4.6 E&I, in its sole discretion, reserves the right to waive any irregularity or minor variance in any proposal received, including but not limited to obvious mathematical errors in extension of pricing, failure to date the proposal, or failing to execute any certification not considered salient to price, delivery or acceptance of an agreement award.

4.4.7 E&I reserves the right to select the most responsive Supplier(s) without further discussion, negotiation, or prior notice.

4.4.8 E&I may presume that any proposal is a best-and-final offer.

4.4.9 E&I reserves the right to delete specific line items in order to provide a basis for an evaluation of the prices quoted by all Suppliers.

4.4.10 E&I will not pay for any information requested nor is it liable for costs incurred by the Supplier in responding to this request. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired.

4.4.11 Any discussion with E&I personnel, other than the Contract Lead or Contract Specialist, regarding this RFP while the RFP is in progress (from the time Supplier receives this RFP until final award is made) is strictly prohibited. Such contact and discussion may result in disqualification of Supplier's proposal.

4.4.12 E&I is the sole owner of all data and information contained within the RFP document and accompanying attachments. Supplier shall use this information exclusively to prepare a proposal. Supplier should not disclose this information to any other firm or use it for any other purpose unless required by law or legal process.

4.4.13 Supplier proposals will be opened and reviewed at the convenience of E&I; there is no public opening.

4.4.14 All proposals and related information submitted become the property of E&I; they will not be returned and may be subject to disclosure under the Freedom of Information Act, Open Records laws or other laws existing in E&I Members' states. As such, proposal(s) may be released to third parties, without prior notice to Supplier(s), as required to comply with legal requirements.

4.4.15 Suppliers must clearly mark "Confidential" on any portion of their respective responses which are considered to contain confidential or proprietary information.

4.5 Questions and Clarification

Any questions regarding this RFP must be directed via email to the Contract Department Lead as noted on the cover page of this document or the Contract Manager, Helga Strobel-Pedisich at hspedisich@eandi.org.

All questions must be received no later than the deadline for submission of RFP –related written questions, as noted in the Schedule of Events.

4.5.1 A Supplier is expected to raise any questions, exceptions or concerns they have regarding the RFP. If Supplier discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, Supplier should immediately notify the Contracts Department Lead via email of the deficiency and request modification or clarification of the RFP document.

4.5.2 Any questions and responses specific to the terms and conditions, process, procedures, language, specifications and other parts of the RFP may be made public and may be shared with other Suppliers in the form of an addendum to the RFP. Questions and responses that contain proprietary information will be answered confidentially.

4.5.3 Questions and answers will be provided via e-mail or if needed, posted on the E&I web site.

Part 5: PROPOSAL FORMAT AND CONTENT

This portion of the RFP includes instructions on the format Suppliers must follow in preparing their proposals

5.1 Compliance with Specifications

Suppliers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP. Any exceptions to the terms and conditions in the Agreement must be clearly indicated in responses to this proposal.

5.2 Required Proposal Format

While there is no intent to limit the contents of any proposal, proposals should conform to the tab format outlined below to ensure that all pertinent information necessary for evaluation is included and to facilitate review.

Addenda, if any, must be signed and dated by a representative authorized to sign the proposal on behalf of his/her company and included in proposal response.

Tab 1 Table of Contents/Page Identification – Include a Table of Contents and number the pages in the proposal consecutively.

Tab 2 Executive Summary and Response to Scope of Services – Executive Summary should consist of a concise non-technical summary providing a management overview of the proposal that outlines the Supplier's commitment and approach to meeting E&I's requirements. Suppliers must include Part 2, Scope of Services in its entirety with a response to all sub-sections.

If public, provide a URL to a link of the three (3) most recent annual reports. If private, provide copies of the most recent three (3) year audited financial statements or other documented evidence of financial stability to assure required performance upon request.

Tab 3 Questionnaire – Supplier must complete E&I Supplier Questionnaire as described in Part 3, Section 3.3 and found under **Attachment B**.

Tab 4 Agreement/Exceptions – Suppliers must include Part 6 and **Attachment A** and indicate agreement with or exceptions to any terms or conditions.

Tab 5 Pricing – This should tab include Part 7 (initialed), **Attachment E** and, if applicable, additional pricing. Supplier shall provide information for this tab in a sealed envelope separate from the proposal as instructed in Part 4, Section 4.2.B.

Tab 6 Execution of Offer and Mutual Non-Disclosure Agreement – Supplier should complete the Execution of Offer and Mutual Non-Disclosure Agreement documents in Part 8, signed by a representative authorized to sign the proposal on behalf of Supplier.

Tab 7 Attachments C and D – Completed State of Texas HUB Forms and State of Connecticut Compliance Language.

Tab 8 Additional Attachments – Alternate proposal, additional items, services and/or processes (excluding pricing) that Supplier would like E&I to consider in lieu of or in addition to proposal response to this RFP. Pricing for alternate proposal must be labeled "Alternate Proposal" and included in "Tab 5 – Pricing" as described above.

Part 6: SPECIAL CONDITIONS

This portion of the RFP contains special terms and conditions which will govern the resulting agreement. Please indicate your acceptance for each special term by checking the "Agreed" box and initialing. Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal.

6.1 In addition to the terms, conditions and responsibilities below, the General Terms and Conditions listed in **Attachment A** shall be considered a part of this request for proposal.

6.1.1 The General Terms and Conditions referenced above shall be reviewed by competent legal or other personnel and any exceptions duly noted and included in the RFP response. In the event of an offer of Award, E&I, at its sole discretion, may reject any further requests for exceptions to the General Terms and Conditions not previously submitted with the proposal.

☐ **Agreed** _____
Initial

6.2 Terms and Conditions of Agreement

As a result of this RFP process, it is our expectation that an Agreement will be established between E&I and one or more of the Suppliers. The Agreement will incorporate the relevant terms and conditions of this RFP and Supplier's proposal.

Upon award each successful Supplier will sign an Agreement with E&I to sell goods and/or services. The Agreement will incorporate all the terms and conditions, pricing, specifications, and requirements of the RFP.

Membership in E&I should not be construed as any form of commitment to the Agreement by a member. <u>No representation is made that any quantities will be purchased or that services will be utilized.</u>

☐ **Agreed** _____
Initial

6.3 Term

The Agreement term will be for five (5) years with the option of one (1) five-year renewal. Exercise of any renewal option will require formal written notification to the Supplier(s) at least one (1) year prior to Agreement expiration. The Supplier(s) must then return formal written acknowledgement of the renewal option within 30 days.

☐ **Agreed** _____
Initial

6.4 Financial Responsibilities

6.4.1 <u>Report of Sales</u>

The Supplier shall be provided an electronic file listing of E&I Members and shall be required to file a monthly electronically formatted report of total U.S. dollar sales to Education by institution (the "Report of Sales"). The Report of Sales shall include, but not be limited to, Member name, city, state, and date of sale. The Report of Sales shall include all purchases made by E&I Member, authorized dealers and General Contractors/Sub-Contractors for product and services delivered to E&I Members. The requirements and format of the Report of Sales are detailed in the questionnaire included with this Request for Proposal. The Report of Sales is due no later than ten (10) days following the end of the month. The initial Report of Sales is due no later than thirty (30) days after the month of the effective date of this Agreement. The Report of Sales shall be electronically delivered to the following email address vrf@eandi.org as per the scheduled due date of the report.

- Before an award is made, a test report may be requested to assure that the Supplier is able to provide the reporting as required. The Supplier will provide the name of the responsible contact that will be charged with submitting the report.
- At the time of award, a schedule of due dates for the monthly report will be provided. It will be the responsibility of the Supplier to notify E&I personnel of any change in the designated contact responsible for submitting the report.

☐ **Agreed** _____
Initial

6.4.2 Contract Administrative and Marketing Fee

Each Supplier will provide E&I a Contract Administrative and Marketing Fee (CAF) which is equivalent to **3.00%** of the net total invoice amounts on all orders invoiced pursuant to this Agreement in each month during the term of the Agreement including all sales to E&I Members, authorized dealers and General Contractors/Sub-Contractors for product and services delivered to E&I Members. The CAF shall be calculated on a monthly basis and include all orders invoiced during the preceding month. The CAF rate shall remain constant regardless of any and all pricing methods utilized by the Member as described in Part 6**,** special quotes pricing, all services including value added services and/or use of Supplier Diversity programs.

The CAF should be transmitted via EFT or by check to E&I on or no later than ten (10) days following the end of each month. Failure to submit the CAF and supporting Report of Sales as specified in Supplier Questionnaire (see **Attachment B**, Sheet 5) shall result in an interest charge of 1½% per month levied upon Supplier until the CAF is paid in full.

Supplier's failure to submit the CAF and Report of Sales when due shall constitute grounds for E&I's termination of this Agreement. Supplier shall remain liable for all CAF owing up to and including the time the Agreement has been terminated by E&I or expires.

☐ **Agreed** _____
Initial

6.5 Agreement Audit

E&I may, at any time during the Term of the Agreement and for a period of three (3) years after the receipt of the last Report of Sales and payment of CAF covering the period through the date of termination, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. An audit may be scheduled or announced by providing the Supplier a minimum of five (5) business days advance written notice. Every effort will be made to arrange a mutually convenient time for the audit but in no event shall an audit be delayed more than twenty (20) business days from the date of notice, unless agreed to by E&I in its sole discretion. The audit will be conducted by E&I and/or its designee. Supplier will provide E&I with access to records, sufficient workspace and staff support to facilitate an audit. Our audit may include, but is not limited to, product compliance, Member pricing, order processing, order fulfillment, delivery terms and conditions, invoicing, rebate calculations where applicable, accuracy and timeliness of submitted Reports of Sales and the related CAF and any other reports or payments required under the terms of this Agreement. Any deficiencies or errors shall be corrected within ten (10) business days of E&I notification to the Supplier. If the discrepancy is greater than 5% from amounts reported, the cost of the audit shall be paid by the Supplier.

☐ **Agreed** _____
Initial

6.6 Marketing and Sales Responsibilities – Suppliers

6.6.1 Education Sales Activities

Supplier is responsible for Education sales activities which may include:

- Understanding Education buying procedures and practices

- Providing manufacturer specific marketing materials as necessary
- Guiding and assisting the Member in the purchasing, receipt and use of the manufacturer's product and/or services

6.6.2 Internet/E-Commerce Site

To encourage and facilitate high usage of the Agreement, the Supplier should make available an e-commerce website dedicated to the E&I Agreement. The website should include, but not be limited to, contract specific products and prices, technical specifications, implementation of a hosted or punch-out e-catalog on a variety of platforms, quoting capability, online ordering, shipment, tracking and payment.

6.6.3 Additional Business Services

Within 30 days of Award, each Supplier shall, at its own expense, provide to E&I:

- A comprehensive "go-to-market" plan, detailing the role of the E&I Agreement in Supplier's Education market strategy and how Supplier intends to leverage the E&I Agreement to build and expand Education business.
- A dedicated Education Agreement Administrator able to act with full authority. The Education Agreement Administrator shall meet with appropriate E&I representatives no less than on a quarterly basis to discuss and measure marketing strategies, performance, Report of Sales, CAF and other Agreement related issues.
- The Education Agreement Administrator or designee(s) shall coordinate with appropriate E&I representatives as necessary to strategize and discuss market opportunities and join as a strategic partner in E&I presentations to the appropriate university/hospital business administrators to leverage the best available pricing, delivery, and services for our Members.
- A contact list of dealers, agents, account representatives and service assistants with experience and knowledge of the Agreement. Supplier will provide initial and ongoing training and awareness of the E&I Agreement to all inside and outside sales representatives as well as to its distribution chain, including quarterly meetings at corporate headquarters, call centers, regional offices, etc.
- Dealers, agents and account representative(s) shall meet with Members as requested by the individual Member or by E&I.
- Initial and continuing Member based customer service and order problem resolution.
- Descriptive product marketing literature, catalogs, and product price schedules, links to Supplier's website, content for "micro-site" on E&I website, e-mail communications, articles for inclusion in the electronic monthly newsletters, "The Purchasing Link" and "The CPU - Contract Portfolio Update", and E&I website Headline News.
- E&I staff contract rollout training and follow-up training sessions as required, to include training webinars, conference calls and on-site training as appropriate to educate E&I employees of Supplier's Member offerings.

6.6.4 Marketing Opportunities

- E&I encourages participation, annually and throughout the term of the Agreement, as an exhibitor and business affiliate member at the annual NAEP/E&I Meeting and Product Exhibition. For additional information on the conference and business affiliate program, please visit the NAEP website at www.naepnet.org.
- E&I encourages participation, annually and throughout the term of the Agreement, upon notification, at NAEP regional meetings, Member Town Meetings, Member regional meetings, Member on-campus supplier fairs and Member presentations.
- E&I encourages participation, annually and throughout the term of the Agreement, at applicable product exhibitions and conferences.

☐ **Agreed** _____
Initial

6.7 Supplier Commitment

Supplier's proposal shall reflect their commitment in achieving E&I's primary goals and objectives as outlined in Part 1, Section 1.2. To meet E&I's goals and objectives, Suppliers are required to make the following commitments to ensure the overall success of the resulting Agreement(s):

6.7.1 Supplier Corporate Commitment

The Supplier will commit that its awarded Agreement with E&I:

- Shall be the Supplier's primary (go to market) offering for Education
- Has the support of the Supplier's senior management
- Shall be promoted to existing Higher Education clients

☐ **Agreed** _____
Initial

6.7.2 Supplier Pricing and Product Commitment

The Supplier will commit that the awarded Agreement:

- Shall be the lowest available pricing (net to buyer) to Education
- Shall provide products and services that meet or exceed the member requirements

☐ **Agreed** _____
Initial

6.7.3 Supplier Sales Commitment

The Supplier will commit that the E&I Agreement:

- Shall be aggressively marketed by Supplier
- Shall be enhanced by Supplier's sales force which is trained, engaged, and committed to the success of the Program
- Shall report Sales accurately and timely to E&I as required

☐ **Agreed** _____
Initial

6.8 Marketing and Sales Responsibilities – Suppliers and E&I

Joint Responsibilities - Supplier in collaboration with E&I shall jointly:

- Develop, approve and implement an annual marketing plan to be reviewed on a quarterly basis
- Establish and maintain member relations
- Collaborate to identify leads and opportunities, develop key target lists and leverage existing relationships to build membership and business
- Make sales calls to members, as appropriate

☐ **Agreed** _____
Initial

6.9 Marketing and Sales Responsibilities – E&I

- E&I will create ongoing member awareness of the E&I Portfolio of Products and Services via online and direct marketing, marketing communications, face-to-face interactions with Members and other venues as appropriate.
- Upon commencement of a new agreement, E&I will notify all Members and make specific contract information available online.
- E&I's field team of Member Service Representatives will identify and share sales leads as appropriate and assist with Supplier sales activities when possible and in a variety of ways.
- E&I will make representatives available to Supplier to facilitate sales training about E&I.
- E&I will share relevant market intelligence it gathers through surveys, etc.

☐ **Agreed** _____
Initial

6.10 New and Discontinued Products

The Supplier shall, at least thirty (30) days prior to their introduction or discontinuance, notify E&I and the E&I Membership of any new or discontinued products. Unless noted otherwise the discount and pricing established for new products will be equal to the pricing structure proposed. If the Supplier offers a different discount structure for new products then a separate category of "New Products" pricing should be added to the proposed discount structure on appropriate attachment. In such a case, the Supplier should clearly indicate the number of months products are considered as "new products."

☐ **Agreed** _____
Initial

6.11 Replacement Parts

Unless noted otherwise the discount and pricing established for replacement parts will be equal to the pricing structure herein proposed. If the Supplier offers a different discount structure for replacement parts then a separate category of "Replacement Parts" pricing should be added to the proposed discount structure and included in "Tab 5 – Pricing."

☐ **Agreed** _____
Initial

6.12 Design Cost, Reconfiguration Cost, Charges and Extras

Supplier shall address cost (if any) related to design services, reconfiguration cost, and other value added services.

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the goods and/or services provided including additional shipping charges, cost of goods, delivery, freight fuel surcharges, installation or any other charges incurred by the Member. If Supplier offers multiple pricing options (i.e.: drop ship, inside delivery, delivered and installed) they must be specified herein.

☐ **Agreed** _____
Initial

6.13 Education Pricing/Pricing Parity

The Education pricing, terms and conditions established under this Agreement are to be equal to or better than those offered to other comparable institutions, government sector and/or consortiums serving public and private higher education and healthcare. If, during the term of this Agreement, Supplier offers more favorable terms, conditions or prices to Members, other comparable institutions, and/or consortiums, Supplier agrees to notify E&I in writing. Supplier agrees to immediately amend the agreement to reflect the more favorable terms, conditions or prices. E&I must be notified of any proposed changes thirty (30) days prior to their implementation.

☐ **Agreed** _____
Initial

6.14 Method of Ordering and Electronic Commerce

Members may use various methods to order products or services from Supplier in which case the Supplier is expected to accommodate any such requirements including, hard copy purchase orders, telephone orders, procurement cards, and electronic commerce. Any and all orders, regardless of method shall be included in the total report of total U.S. dollar sales to Education by institution.

☐ **Agreed** _____
Initial

6.15 Orders

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge. Supplier shall provide adequate toll free telephone access for Members to order products and promptly reach customer service. All terms and conditions of an individual Member's standard procurement terms for ordering may apply.

With each ordering occurrence, it is mutually agreed that the Member's notice of acceptance shall create an agreement between the parties thereto containing all specifications, terms and conditions of the RFP and resulting Agreement, except as amended by the Member's own acceptance notification.

☐ **Agreed** _____
Initial

6.16 Hazardous Materials and OSHA Communication Standards

The Supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the appropriate user(s).

The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of notification, the Supplier must retrieve hazardous materials that are delivered in error.

The Supplier is responsible for the safe and legal disposal of all hazardous materials generated in the performance of the Agreement. In addition, the Supplier shall be responsible for providing its employees chemical safety training mandated by OSHA Hazard Communication Standard.

The Supplier shall provide E&I and its Members with safety/recall updates for any equipment/products provided.

☐ **Agreed** _____
Initial

6.17 Invoices and Payment

Invoices shall be directed to the appropriate location(s) specified by the Member. Invoices and payment terms must comply with the requirements of each Member. The Member placing the order with the Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other Members shall be liable for the indebtedness of any one Member.

If a Member does not specify payment terms, the default payment term for Members shall include invoicing at time of billing or delivery completion, whichever is later. Payments would then be made within thirty (30) days after receipt of a valid invoice or delivery, whichever is later.

Cash discounts for prompt payment may be offered to any Member from the date of receipt and acceptance of goods or the invoices, whichever is later. Supplier is encouraged to offer/propose cash discounts for expedited payment of invoices rendered under this Agreement. Negotiated cash discounts with Member institutions for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis. Cash discounts are not to be netted against sales in calculating the CAF.

☐ **Agreed** _____
Initial

6.18 Receipt of Product and/or Service

Deliveries to Members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.

It is preferred that product deliveries are provided with a 99% fill rate by line item. Normal delivery of orders must be accomplished at established times as set by the Member. The Supplier(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation.

Title and risk of loss shall pass to the Member at the F.O.B. destination point or after installation by authorized dealer/representative. The title and risk of loss of the goods shall not pass to a given Member until receipt and acceptance of the goods at the point of delivery and or installation. The products furnished shall be delivered:

F.O.B. Destination, Full Freight Allowed (Supplier pays freight).

Selection of a carrier for shipment will be the Supplier's option unless otherwise specified by the Member.

The Supplier shall maintain records evidencing the delivery of goods and upon request by the Member provide such proof of delivery.

☐ **Agreed** _____
Initial

6.19 Compliance with Immigration Reform and Control Act of 1986

Supplier is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act in both its present form and any future requirements passed under said Act.

☐ **Agreed** _____
Initial

Part 6: SPECIAL CONDITIONS

6.20 Employee Documentation

At any time during the term of the Agreement, a Member may require Supplier to provide a complete dossier of each employee who has been given an assignment at the Member institution. This may include employment history, education, job references, certificates and licenses, conviction records and documentation of random drug testing.

☐ **Agreed** _____
Initial

6.21 Federal Debarment

Supplier certifies that it is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal department or agency.

☐ **Agreed** _____
Initial

6.22 Expropriation

Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.

☐ **Agreed** _____
Initial

6.23 Responsibility for Damage Claims

The Supplier shall hold harmless E&I and the Member from all suits, actions or claims brought on account of any injuries or damages sustained by any person or property as a consequence of any neglect in safeguarding the work by the Supplier; or from claims or amounts arising or recovered under the "Workman's Compensation Law" or any other laws. Supplier shall be responsible for all damage or injury to property occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on their part or on the part of any of their employees, in the manner or method of executing the work; or from their failure to execute the work properly; until all claims have been settled and suitable evidence to that effect furnished to E&I and the Member.

☐ **Agreed** _____
Initial

6.24 Protection of Property and Liability

The Supplier shall take care not to damage the premises or the property of others, and in case such damage occurs as the result of operations under this contract, they shall make appropriate restitution. If the Supplier fails to pay for damage, the damages may be deducted from any remaining balance due to the Supplier or may be processed as a breach of contract to the full extent the law allows.

☐ **Agreed** _____
Initial

6.25 Storage

If applicable, Supplier or Dealer shall be responsible for all warehousing and storage expenses, which may be incurred, until goods are delivered and/or installed as per the terms of the Member's order.

☐ **Agreed** _____
Initial

Part 6: SPECIAL CONDITIONS

6.26 Third Party Distributors/Subcontractors

In the event that the Supplier chooses to subcontract any service or delivery of the products under the terms herein, the Supplier shall fully warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade.

Failure by the subcontractor to perform in a timely manner as specified above shall not relieve the Supplier of its obligations to make complete timely delivery of products, supplies or service at no additional cost to the Member.

☐ **Agreed** _____
Initial

6.27 Order Fulfillment, Distribution and Installation Agreements

Members may have their own order fulfillment/distribution/installation agreements with a third party agent or distributor. The terms and pricing of this Agreement are passed through to the Member and separate from any additional distributor terms and conditions, fees or markups resulting from Members' separate fulfillment/distribution/installation agreements.

☐ **Agreed** _____
Initial

6.28 Supplemental Agreements

Member and Supplier may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any supplemental agreement developed is exclusively between the Member and Supplier. E&I, its agents, Members and employees shall not be made party to any claim for breach of such agreement.

☐ **Agreed** _____
Initial

6.29 No Substitutions

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the Member.

☐ **Agreed** _____
Initial

6.30 Warranty and Product Condition of Sale

At a minimum, there shall be a one (1) year warranty to include parts, labor and travel. For third party providers, the manufacturer's standard warranty shall apply. Length and coverage of warranty will be an evaluation factor. The Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the Member.

Supplier certifies and warrants that all products sold to Members shall be:

- New and genuine
- Free from defects in content and materials
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

☐ **Agreed** _____
Initial

Part 6: SPECIAL CONDITIONS

6.31 Tracking Lost and Damaged Shipments

If Supplier fails to deliver, or erroneously delivers products, Supplier is required to take immediate corrective action to make the correct delivery at no cost to Member.

Should any action on the part of the Supplier or a subcontractor cause visible damage to the facilities during transport, the Supplier is required to immediately contact Member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to Members.

☐ **Agreed** _____
Initial

6.32 Returns - Defective and Non-Conforming Goods or Services

If any goods or services furnished under the Agreement are defective or non-conforming, or fail to meet warranties, specifications or any other provisions of the Agreement or Member purchase orders, any of the following remedies shall be available to the Member:

- Repair and Replacement: Supplier shall promptly repair, replace, or correct non-conforming or defective goods and services at the Supplier's own expense.
- Cancellation: Member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Supplier and any payments made by Member for products or services purchased shall be refunded by the Supplier and/or its agents.
- Like-for-Like: Like-for-like equipment throughout the entire term of the contract maintenance or warranty shall be provided at no cost to the Member in the event that the equipment experiences excessive down-time or fails to maintain acceptable quality standards.
- Removal: Supplier shall remove such goods at its own expense and if the Supplier fails to remove such goods, Member may return all or any portion of such goods at the expense of Supplier.
- Risk of Loss and Storage: All goods shall be held at Supplier's risk and the Supplier shall pay all expenses incurred including storage costs.
- Supplier Liability: The Supplier shall be liable for any and all losses, claims, expenses, (including reasonable attorney's fees and court costs) and other incidental and consequential damages resulting from such failure to meet all the requirements of this Agreement and/or a Member order.
- Products under warranty. The decision to replace such products or accept warranty repair shall be at the sole discretion of the member except in the event the Member fails to provide timely notice of product failure to the Supplier.
- After the Warranty Period: After the warranty period, the Supplier is responsible to make sure that service agreements are available to the Member. The Supplier, the manufacturer or an authorized third party may provide the maintenance.

☐ **Agreed** _____
Initial

6.33 Reasons for Return or Credit

The Supplier shall accept the following as reasons for return or credit:

- The product is defective or nonconforming.
- The product is incorrectly ordered or shipped. The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the Member to be unusable or no longer needed.

Supplier and/or its agents will issue credit with waiver of any claims against Member.

☐ **Agreed** _____
Initial

6.34 Certification of Independent Pricing

Supplier certifies, and in the case of a joint offer, each Supplier hereto will certify as to its own organization, that: (1) it has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive pricing in connection with the proposal; (2) the prices in the proposal have been arrived at independently without consultation or communication, or agreement, as to any matter relating to such prices with any other Supplier or with any competitor; (3) unless otherwise required by law, the prices quoted in the offer have not been knowingly disclosed by the Supplier and will not be knowingly disclosed by it directly or indirectly to any other Supplier or to any competitor; and (4) no attempt has been made or will be made by Supplier to restrict competition unfavorably.

☐ **Agreed** _____
Initial

6.35 Samples

If requested, Supplier is to provide samples of the products. Samples for evaluation must be provided free of charge. The quantity of any sample requested will be reasonable but sufficient to undertake an appropriate evaluation. Please indicate any limit on how many samples may be provided to E&I.

☐ **Agreed** _____
Initial

Part 7: FINANCIAL OFFER SUMMARY

Supplier must identify all costs, fees or charges for which the members and/or E&I may be billed. Costs not indicated in your proposal will not be paid. Suppliers are to clearly state agreement with or exceptions to any terms or conditions in their response. For any exceptions, written documentation is required.

7.1 Pricing

Pricing is to be based on a percentage discount from Supplier's published list price and increases are limited to once every 12 months. The discount shall remain firm for the life of the Agreement unless improved to the benefit of E&I and the E&I Membership. Prices for any items ordered are to be based on the manufacturer's published list price in effect at the time of order placement. E&I must be notified in writing of any "proposed" changes a minimum of ninety (90) days prior to the planned implementation.

☐ **Agreed** _____
Initial

7.2 Pricing Discounts

Proposed pricing discounts and additional information are to be recorded in **Attachment E** and included in "Tab 5 – Pricing" of Supplier's proposal response.

7.3 Additional Pricing of Products or Services

Suppliers electing to propose pricing on additional products or services must submit additional items on a separate list. The list must be labeled as "Additional Items" and included in "Tab 5 – Pricing" of proposal response. E&I retains the right to accept or reject additional items in part or in whole.

7.4 Member Direct Rebates

Suppliers are encouraged to propose direct rebates as means of generating revenue and increasing operating funds for Members. Any and all rebates shall have no effect on the reporting and payment of the CAF. All rebate activity will be reported to E&I.

CORPORATE NAME:	
AUTHORIZED SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
PHONE:	
EMAIL ADDRESS:	

Part 8: EXECUTION OF OFFER AND MUTUAL NON-DISCLOSURE AGREEMENT

The undersigned Supplier has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and certifies:

1. It is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.

2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP. Further, if awarded the Supplier agrees to perform the requirements, specifications, terms and conditions of the RFP.

3. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Supplier acknowledges that E&I will rely on such statements, information and representations in selecting the successful Supplier(s).

4. It is not currently barred or suspended from doing business with the Federal government, any of the Members represented, or any of their respective agencies.

5 It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.

6. Submission of a proposal indicates the Supplier's acceptance of the evaluation technique and the Supplier's recognition that some subjective judgments may be made by E&I and its Membership as part of the evaluation.

7. That all of the requirements of this RFP have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by E&I if not otherwise noted in the proposal.

8. The individual signing below has authority to enter into this on behalf of Supplier.

9. Supplier acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by E&I.

CORPORATE NAME:			
AUTHORIZED SIGNATURE:			
PRINT NAME:			
TITLE:			
DATE:			
ADDRESS:			
CITY, STATE, ZIP CODE:			
PHONE:		FAX:	
EMAIL ADDRESS:			

E&I Cooperative Services
Sourcing. Strategy. Savings.

Mutual Non-Disclosure Agreement

I, _____ authorized representative of _____ (hereinafter "Supplier"),

having an office at _____

WHEREAS:

The Supplier and E&I (together, the "Parties") acknowledge that the information mutually exchanged on this _____day of _____, 20____ and subsequently is considered to be proprietary, and such disclosure(s) are made in confidence and for the limited purpose of evaluating the information and assisting in business development.

NOW THEREFORE:

1. I agree as an individual and as a representative of one of the Parties to treat such disclosure of proprietary information as confidential. The Parties further agree not to manufacture, sell, use or disclose to others such confidential proprietary information without the express written consent of the other.

2. I understand that all information considered to be proprietary by the Parties and subject to this Agreement shall be in writing and marked with an appropriate legend designating such material as confidential at the time of disclosure to the receiving Party. In the event confidential proprietary information is disclosed in another tangible form, the sending Party shall inform the receiving Party that the information is confidential and proprietary.

3. I understand that any information disclosed which is already within either Party's knowledge as indicated by their respective records, or which is presently within the public domain, or at a later time becomes available from another source or otherwise enters the public domain is not to be considered the confidential proprietary information of either Party.

4. I agree that all tangible materials disclosed hereunder shall be returned to the respective Party within ten (10) business days of such written request.

5. I agree that a disclaimer will be included in 'all' written or verbal contact with the E&I constituency giving each Member the option to be removed/deleted from future contact by Supplier.

Educational & Institutional Cooperative Services, Inc.	_____
Company Name	Company Name
_____	_____
By (Signature)	By (Signature)
Gary D. Link	_____
By (Print Name)	By (Print Name)
Sr. Vice President Consulting Group & Contracts	_____
Title	Title
E-Mail: **glink@eandi.org**	E-Mail:
Tel: **(631) 630-8252** Fax: **(631) 273-3370**	Tel: Fax:

For E&I Office Use Only

Date Member List sent to Supplier Contact _____

Sent by:_____

ATTACHMENT A – General Terms and Conditions

The terms and conditions shall govern any agreement issued as a result of this solicitation. Additional or attached terms and conditions which are determined to be unacceptable to E&I may result in the disqualification of your proposal. Examples include, but are not limited to: liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

1. Interpretation, Enforcement and Forum of Laws

For disputes between the Member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the Member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws and within the Courts of the State of New York.

2. Compliance with Law

Supplier warrants and certifies that in the performance of this Agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to Members, it is the responsibility of the Supplier and the Member to comply with all FAR (Federal Acquisition Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When Federal Contract or Grant funds are used on participating Member purchases under this Agreement, which exceed $25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

5. Assignments

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

6. Resale

If E&I and/or Member purchase any goods for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or Member.

7. Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and Members harmless from any and all losses, expenses, claims, (including reasonable attorney's fees), or judgments arising out of cases of such infringement.

8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its Members in any advertising material of any kind without the expressed written permission of the party involved. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

9. Transactions between Supplier and E&I Member

The purchase of products and/or services by a Member from Supplier is a transaction solely between Member and Supplier. It is understood and agreed that if any litigation arises between Supplier and any E&I Member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable attorney's fees.

10. Indemnification of E&I and Member

Supplier agrees to indemnify and hold harmless E&I and its Members from and against all liability, to the extent of and in proportion to, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from property damage or injuries incurred by or to the Member or its officers, agents, servants and employees by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any goods and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the Member, E&I or its employees. Supplier, at the request of the Member and E&I, shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against Member or E&I, or their respective officers, agents, servants, and employees.

11. Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on Member's premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of Member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and Member as additional insured. Supplier shall furnish to E&I satisfactory proof of such insurance coverage included with Supplier's proposal.

Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

12. Licenses/Permits/Taxes and Tax Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from Member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

13. Americans With Disabilities Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

14. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the Members. The Member reserves the right to request the removal or replacement of any undesirable employee at any time.
All buildings on the Member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside Member's buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it.
The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including

alcohol, in conducting any activity covered by this Agreement. E&I and the Member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

15. Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

16. Non-Discrimination

The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

17. Sexual Harassment

Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a Member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from Member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

18. Compliance with Specifications

The Supplier warrants that all goods, services, or work supplied under this Agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defect. The Supplier also warrants that all goods covered by this Agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to the Member's inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Supplier's risk and expense for storage and other charges after 60 days of storage, goods may be disposed of without cost to Member. Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.

19. Gratuities

E&I may, by written notice to Supplier, cancel the Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any Member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

20. Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any Member to secure or influence the decision to award this Agreement to Supplier.

21. Suspension or Debarment

E&I may, by written notice to the Supplier, immediately terminate the Agreement if it is determined that the Supplier has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

22. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

23. Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to insure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to

make alternative arrangements to insure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any Member, as a result of such job action, shall be reimbursed by the Supplier.

24. Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

25. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

26. Termination for Convenience

E&I may terminate this Agreement for any reason (convenience) by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the Supplier.

27. Termination and Termination for Default

E&I will notify the Supplier upon discovery of a breach of this Agreement. E&I may terminate this Agreement immediately upon the breach of this Agreement by Supplier by delivering written notice to Supplier, or if such breach is capable of being cured, E&I shall notify the Supplier in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the fourteenth (14th) day. A notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its Members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.
An order by a Member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

28. Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

29. Open Records

E&I considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore may be subject to public disclosure after an agreement is awarded. Suppliers are hereby notified that E&I adheres to all statutes, court decisions and the opinions of the Members' states regarding the disclosure of proposal information.

30. Proprietary/Confidential Information

Supplier must clearly mark "Confidential" on any portion of your response, which you consider to contain confidential or proprietary information. All information, documentation, and other materials submitted by Supplier in response to this solicitation or under any resulting contract may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the Members.

31. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

32. Entire Agreement

This Agreement together with the Exhibits annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after award.

33. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Gary D. Link C.P.M.
Sr. Vice President, Contracts and Consulting Services
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to Supplier: <contact name>
<supplier>
<street address>
<city, state, zip>
<phone number>
<e-mail address>

ATTACHMENT B – Supplier Questionnaire

All sections of the questionnaire MUST be completed to be considered for evaluation. Include completed Questionnaire in electronic format as described in Part 4, section 4.2 A.

ATTACHMENT C – HUB Forms – State of TX

Supplier should make a good faith effort to provide subcontracting opportunities to Minority and/or Women Owned companies for consideration for Members in the State of Texas.

The forms for this Attachment and other information are available to print/download at:

http://www.window.state.tx.us/procurement/prog/hub/hub-forms/

Suppliers shall indicate their willingness and commitment to submit a Historically Underutilized Business (HUB) Plan for the State of Texas, if the purchase(s) will exceed $100,000.00 for an agency. The agency shall make the determination for the need for the HUB Plan and as requested by each agency the Supplier shall immediately comply.

Supplier shall sign below and return with proposal to indicate the commitment to make a good faith effort as stated above, as requested.

Authorized Signature

Company and address

ATTACHMENT D – Compliance Language – State of CT

Connecticut State Institutions of Public Higher Education may be interested in purchasing the product(s) and/or service(s) included in this solicitation. Therefore, pursuant with State of Connecticut requirements, Suppliers must complete the following forms/affidavits to satisfy State requirements.

Ethics Forms
Suppliers complete the following ethics forms from the State of Connecticut Office of Policy and Management website. (http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

- Gift and Campaign Contribution Certification (OPM Ethics Form 1)
- Consulting Agreement Affidavit (OPM Ethics Form 5)
- Affirmation of Receipt of State Ethics Laws Summary (OPM Ethics Form 6)
- Iran Certification (OPM Ethics Form 7)

Nondiscrimination Certification Forms
Suppliers must select and complete the appropriate nondiscrimination certification form from the State of Connecticut Office of Policy and Management website.
(http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

Definitions
- Individual: a person who is not an entity
- Entity: corporation, limited liability company, or partnership

Explanation of Forms:
- Form A. Representation: For use by an individual when entering into any contract, regardless of contract value.
- Form B. Representation: For use by an entity when entering into any contract valued at less than $50,000 for any year of the contract.
- Form C. Affidavit: (Recommended) For use by an entity when entering into any contract valued at $50,000 or more for any year of the contract and the entity certifies through an affidavit that a complying nondiscrimination policy is currently in place.
- Form D. New Resolution: For use by an entity when entering into any contract valued at $50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a new resolution of the board of directors, shareholders, managers, members, or other governing body.
- Form E. Prior Resolution: For use by an entity when entering into any contract valued at $50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a prior resolution of the board of directors, shareholders, managers, members, or other governing body.

This form must be completed with Supplier's Proposal:

☐ Yes ☐ No Supplier agrees to accurately complete and submit the appropriate aforementioned documentation with its proposal.

☐ Yes ☐ No Supplier agrees to sell items and/or services included in this Request for Proposal to Connecticut State Institutions of Public Higher Education.

ATTACHMENT E – Pricing and Discount Sheets

Upon award, in considering the use of a contract, the RFP team will evaluate the pricing utilizing several methods. ***Attachment E*** *and all other pricing must be included in Tab 5 of proposal response. In addition provide Pricing in electronic format as described in Part 4, section 4.2 A.*

Attachment E should include the preferred pricing structure, discount from list. Suppliers shall provide pricing based on a tiered discount structure off manufacturer's price list based upon order size. Suppliers shall provide pricing and specifics for three levels of service: delivered tailgate, inside delivery and delivered and installed.

Alternate discount tiers and service levels may be proposed and labeled "Alternate Proposal."

For design services and maintenance, pricing and discount may be submitted as a separate attachment and described as a discount program to the entire E&I Membership.