

Request for Proposal

Construction Delivery Methods

RFP No. EI00428~2026RFP

Due: September 29, 2026, by 1:00 PM ET

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1. Introduction

1.1 About E&I Cooperative Services

E&I Cooperative Services (E&I) is the only member-owned, non-profit sourcing cooperative exclusively focused on serving the education community. Established in 1934, E&I is governed by its Board of Directors, a group of procurement professionals elected by the membership to provide oversight and ensure the Members' needs are addressed and met. E&I's membership includes public and private universities and colleges, community colleges, other affiliated members, K-12, and teaching healthcare facilities throughout the United States.

By leveraging the knowledge and purchasing power of its nationwide membership, E&I delivers innovative sourcing solutions that align with its Members' sourcing strategies. E&I's extensive contract portfolio featuring industry-leading Suppliers provides Members significant cost savings and supply chain efficiencies without the need to conduct their own RFPs.

To comply with Members' procurement requirements, E&I is committed to utilizing procurement and business practices in accordance with the National Association of Educational Procurement Code of Ethics. Its primary goals and objectives are to: (1) assist Members to obtain the absolute lowest cost and best value that exceeds other public sector consortia agreements, (2) establish a strategic sourcing partnership with awarded Suppliers, and (3) enhance E&I's position as the premier sourcing cooperative for education.

1.2 Purpose and Intent

The purpose of this Request for Proposal ("RFP") is to solicit proposals from qualified Suppliers for all Construction Delivery Methods. A qualifying Supplier(s) is expected to be either the manufacturer/provider or a fully authorized dealer/reseller for any of the products and/or services it proposes. Proposed products and/or services shall equal or exceed the quality level of industry standards and comply with applicable federal, state, and local technical, environmental, and performance standards and specifications.

As a result of this RFP process, E&I intends to establish a Main Agreement ("Agreement") with one or more awarded Suppliers to serve as a procurement vehicle for Members to acquire Supplier's proposed products and/or services. The initial term of the Agreement term shall be for five (5) years with a renewal term up to five (5) years. The Agreement will incorporate the terms and conditions of this RFP and the awarded Supplier's proposal. Some Members may require Supplier to comply with additional terms mandated by their states' laws and regulations after award.

Unless an authorized dealer/reseller independently submits a proposal, a manufacturer/provider may propose to authorize one or more of its dealers/resellers to provide products and/or services under its awarded Agreement. Under those circumstances, the manufacturer/shall be liable for their dealers/resellers' actions and omissions.

1.3 Member Participation

E&I currently has over 6,400 Members, comprised of approximately 62% public and 38% private institutions, as well as academic healthcare and research institutions. By satisfying the above Member needs, E&I anticipates significant Member purchases under a resulting Agreement(s), representing a substantial opportunity for growth in these markets.

The Agreement(s) will be posted on E&I's website, password protected and available only to Members. Members will review the Agreement offering, pricing, and terms and conditions, and determine their individual participation as their needs arise. Membership should not be construed as any form of commitment under the Agreement by Members. E&I makes no representation on behalf of its Members that any quantities will be purchased or that services will be utilized.

2. RFP Process

2.1 Definitions

The following are definitions of general terms used in this RFP.

- **Days.** Days are based on calendar days unless otherwise noted.
- **Education.** The combination of higher education and K-12.
- **Go-to-Market.** A Supplier's strategy to deliver its products and/or services under the Agreement to the education community through its internal resources (e.g., sales team, marketing initiatives, etc.)
- **Higher Education.** Public and private universities, colleges, and teaching healthcare facilities (i.e., Associate, Bachelor, Master, and/or PhD) in the United States that provide for advanced learning and/or grant degrees.
- **K-12.** Public and private school systems and districts in the United States that provide education for students in kindergarten through 12th grade.
- **Manufacturer.** An entity that makes the finished products outlined in this RFP, including all of its agents and employees.
- **Main Agreement (Agreement).** The resulting awarded agreement under this RFP.
- **May, Should.** Indicates something that is permissible or recommended, but not mandatory.
- **Members.** Higher education and K12 institutions listed in the E&I membership list.
- **Month End.** The last calendar day of each month.
- **Must, Shall, Will.** Indicates mandatory requirements or conditions.
- **National Agreement.** An E&I awarded agreement that is available to all Members in the United States, including Alaska and Hawaii.
- **Proposal.** Supplier's response addressing the requirements of this RFP.
- **Regional Agreement.** An E&I awarded agreement that is available to Members in specific geographical areas. A Regional Agreement may be expanded to additional regions or nationally upon mutual agreement.

<u>Region</u>	<u>States</u>
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

- **Respondent.** An entity submitting a proposal in response to this RFP.
- **Responsible.** A Supplier deemed qualified and capable of satisfying the Member needs under an agreement.
- **Responsive.** A proposal that meets all of the requirements of this RFP.
- **Supplier.** An entity that distributes the products and/or services outlined in this RFP, including all of its agents and employees. Supplier and Respondent may be used interchangeably.

2.1 Sole Point of Contact

All communication in relation to this RFP between Respondents and E&I's sole point of contact below shall be managed and tracked through the Q&A Board described in Section 3.

Bob Solak
Sourcing Manager, Facilities
E&I Cooperative Services, Inc.
145 Pinelawn Road, Suite 240S
Melville, New York, 11747
Voice: 631-630-8283
E-Mail: bsolak@candi.org

Respondents or persons acting on their behalf shall not contact any E&I employee, officer, agent, any member of E&I's Board of Directors, or any E&I Member concerning any aspect of this RFP. Discussions with anyone other than the sole point of contact while

the RFP is in progress (from date of release of this RFP through official award date) is strictly prohibited. Violation of this provision may be grounds for rejecting a proposal response.

2.2 Evaluation Criteria

Any agreement(s) resulting from this RFP will be awarded in writing to responsive and responsible Respondents whose proposal, in the opinion of the evaluation team, offers the greatest benefit to Members when considering the overall value of the quality of products and/or services and total cost.

The evaluation team will review and evaluate proposal responses according to the following weighted criteria based on a total of 100 points. The evaluation will be performed in a two-stage process, where pricing is revealed and evaluated only after the team has assessed the qualitative factors. E&I reserves the right, in its sole discretion, to short-list the highest-rated respondents following the first stage and to evaluate pricing submissions only for those respondents selected as finalists.

No.	Criteria	Criteria Overview	Points
1	Company Overview	Company Experience Company Background	20
2	Scope of Offer	Breadth/Quality/Capability of Products and/or Services Value Added Solutions	25
3	Contract Administration	Terms & Conditions Ordering, Payment & Delivery Contract Management & Reporting Marketing & Sales Company Information	25
4	Environmental, Social, & Governance (ESG)	Small and Local Business Sustainability	10
5	Pricing	Pricing Proposal	20

E&I may require a demonstration/presentation as an additional factor in award. Selected Respondent(s) will be given instructions for the presentation in order to provide the evaluation team further insight regarding their proposal and to clarify any issues. Failure of a Respondent to conduct a presentation on the date scheduled may result in rejection of the Respondent'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 Respondent(s).

2.3 Tentative Schedule of Events

Activity	Due Date
Request for Proposal issued ("Open Date")	August 27, 2026
Deadline for submission of RFP-related written questions ("Q&A Submission Close Date")	September 15, 2026, 5:00 PM ET
E&I Response to RFP-related questions	September 18, 2026
Deadline for Receipt of Proposals ("Close Date and Time")	September 29, 2026, 1:00 PM ET
Evaluation, Clarifications	October 09, 2026
Negotiations	November 02, 2026
Letter(s) of Intent to Award issued	November 13, 2026
Acceptance and Execution of Agreement	January 01, 2027

2.4 RFP Rules and Rights Reserved by E&I

- 2.4.1 E&I is the sole owner of all data and information found in this RFP and any accompanying attachments. Respondents shall use this information exclusively to prepare a proposal and may not disclose it to another firm or use it for any other purpose unless required to comply with legal requirements.
- 2.4.2 If Respondent discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, Respondent should immediately notify E&I's sole point of contact of the deficiency and request clarification.
- 2.4.3 E&I reserves the right to amend this RFP any time prior to the close date and time. Respondents may NOT ALTER THIS RFP IN ANY WAY. Only changes made in the form of an addendum by E&I will be recognized.
- 2.4.4 Proposal responses are to be submitted through E&I's Electronic Sourcing Solution as described in the following section. Submitted proposals will remain sealed and no one, including E&I, will be able to view any of the content until after the close date and time. Proposals will be opened and reviewed at E&I's convenience.
- 2.4.5 All proposals must conform to the requirements of the RFP to be considered complete and responsive. E&I, in its sole discretion, may reject a proposal or any part thereof as non-responsive if Respondent fails to follow the instructions specified herein.
- 2.4.6 Proposals shall constitute an offer by each respective Respondent and remain irrevocable for a period of 180 days following the close date.
- 2.4.7 All proposals shall become property of E&I and will not be returned. Proposals may be subject to disclosure under the Freedom of Information Act, Open Records laws or other laws existing in Members' states. E&I may release proposals are any related information to third parties, without prior notice to Respondent, as required to comply with legal requirements. Respondents should mark "Confidential" any sections of their response considered to contain confidential or proprietary information.
- 2.4.8 E&I may presume that any proposal is a Respondent's final submission (otherwise known as a "Best-and-Final Offer") and reserves the right to select the most responsible Respondent(s) without further discussion, negotiation, or prior notice. E&I also reserves the right to request additional information, seek clarification, and/or negotiate with any Respondent(s) to arrive at its final decision.
- 2.4.9 E&I, in its sole discretion, reserves the right to waive any irregularity or minor variance in a proposal, including but not limited to, obvious mathematical errors, failure to date the proposal or failing to execute any certification not considered salient to price, delivery or acceptance of award.
- 2.4.10 E&I reserves the right to omit specific line items for the purpose of evaluating proposed pricing across all Respondents.
- 2.4.11 E&I reserves the right to issue a single or multiple awards by section or in whole as determined to best meet the needs of the membership. E&I also reserves the right to cancel this RFP or to make no award at all.
- 2.4.12 Respondents may not consider any verbal instructions as an official expression of E&I. Only written communications by E&I's sole point of contact will be recognized as duly authorized expressions on behalf of E&I. **QUESTIONS DIRECTED TO, OR ANY PROPOSALS RECEIVED BY ANY OTHER PERSON, AGENT, OR REPRESENTATIVE OF E&I WILL NOT BE CONSIDERED VALID OR BINDING.**
- 2.4.13 E&I will recognize only communications submitted through the Q&A Board or written and signed by Respondent, as duly authorized expressions on behalf of the Respondent.

2.5 Protest Procedures

Any prospective or actual Respondent ("Protesting Party") aggrieved in connection with this RFP or award decision may file a written protest up to seven (7) calendar days after issuance of a Non-Award Letter in accordance with the procedures described herein and pursuant to the Protest Rules in the Execution of Offer.

2.5.1 Filing of Protest

- a. Notice of protest shall be in writing, mailed by certified mail with return receipt requested, or delivery by a reputable overnight courier with a copy by email and addressed as follows:
Vice President, Sourcing Strategy & Performance Optimization
E&I Cooperative Services, Inc
Attention: Solicitation Protest
145 Pinelawn Road, Suite 240S
Melville, NY 11747
supplierrelations@eandi.org
- b. Written protest shall include the following:
 - i. Name, address, telephone number, and email address of the Protesting Party.
 - ii. Identification of the solicitation and award that is being protested.
 - iii. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents.
 - iv. The form of relief requested.
- c. The written protest shall be signed by the Protesting Party or its representative. The signature of an attorney or Protesting Party on a protest or other document constitutes certification by the signer that the signer has read such document; that to the best of the signer's knowledge, information and belief has been formed after reasonable inquiry; and that signer does not interpose for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement.
- d. The Protesting Party shall be liable to pay E&I the amount of reasonable expenses incurred due to the filing of the protest, including E&I's reasonable attorneys' fees, in the event of a decision by the Chief Product & Sourcing Officer that:
 - i. the protest or other document is signed in violation of subsection (c);
 - ii. the protest has been brought or pursued in bad faith; or
 - iii. the protest does not state on its face a valid basis for protest.
- e. The Protesting Party shall post a bond in an amount of \$10,000 at the time of filing the written protest payable to E&I Cooperative Services, Inc. Such protest bond shall be in form and substance acceptable to E&I and shall be immediately payable to E&I to secure payment according to subsection (d) above.
- f. E&I shall hold the bond for a minimum of fourteen (14) calendar days after the date of its determination. If the Protesting Party appeals the determination, E&I shall hold such protest bond until instructed by the Chief Product & Sourcing Officer to either keep the bond or return it to the Protesting Party. E&I reserves the right to seek payment of additional amounts if the bond is not adequate to reimburse E&I the full amount of its reasonable expenses caused by the protest.

2.5.2 Protest Decision & Appeals

- a. The Vice President, Sourcing Strategy & Performance Optimization shall have the authority to resolve the protest. If deemed necessary, the Vice President, Sourcing Strategy & Performance Optimization may request a meeting with the Protesting Party to seek clarification of the protest issues.
- b. The Vice President, Sourcing Strategy & Performance Optimization shall promptly issue a decision in writing within seven (7) calendar days of receipt of the written protest. E&I will mail a copy of the decision or otherwise furnish a copy to the Protesting Party which will include the reasons for the action taken.
- c. The Protesting Party may file an appeal of the decision made by the Vice President, Sourcing Strategy & Performance Optimization with the Chief Product & Sourcing Officer, within five (5) calendar days of the written protest decision. Notice of appeal shall be in writing, mailed by certified mail with return receipt requested, or delivery by a reputable overnight courier with a copy by email and addressed as follows:
Chief Product & Sourcing Officer
E&I Cooperative Services, Inc
Attention: Protest Appeals
145 Pinelawn Road, Suite 240S
Melville, NY 11747
supplierrelations@eandi.org

- d. The decision by the Chief Product & Sourcing Officer is final and shall be given in writing and submitted to the Protesting Party within five (5) calendar days of receipt of the written appeal.
- e. No further appeal of E&I's decision on the protest will be considered, and Respondent expressly waives any right to invoke any other authority or dispute resolution mechanism concerning matters addressed by these Protest Procedures.

2.5.3 Waiver of Protest

Any of following actions shall constitute a Protesting Party's waiver of protest proceedings and litigation.

- a. If the Protesting Party does not adhere to the Protest procedures as outlined herein to include filing a written protest within seven (7) calendar days after issuance of a Non-Award Letter in conjunction with an E&I competitive solicitation, or in the case of an appeal within five (5) calendar days of the protest decision.
- b. If the subject matter of the Protest was known or should have been known to the Protesting Party before the Deadline for Submission of RFP-Related Written Questions and the Protesting Party did not raise the issue in a written comment.
- c. If the Protesting Party fails to post a bond at the time of filing the written protest payable to E&I Cooperative Services, Inc. in an amount equal to \$10,000. The bond shall be conditioned upon the payment of all costs which may be adjudged against the Protesting Party filing the protest action.

3. Proposal Response Requirements

3.1 Submitting a Proposal Response

- 3.1.1 Proposal responses must be submitted through E&I's Electronic Sourcing Solution by navigating to the event for this RFP using the following link and clicking on the "Respond Now" button. Hard copy submissions or submissions through any other medium will not be accepted.

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=EandICooperative>

- 3.1.2 Proposal responses must adhere to the following format, with required information provided in the specific sections shown below. Respondents may not combine or reorganize headings, nor indicate the requested information will be provided in a different location (e.g., other sections, external websites).

Section	Required Information
Prerequisites	Review and certify acknowledgement of each prerequisite, and upload where indicated. • RFP Document • Execution of Offer and Certifications
Supplier Attachments	Upload any additional files relevant to the proposal response.
Questions	Review and respond to each question section. • Company Overview • Scope of Offer • Contract Administration • Environmental, Social, & Governance (ESG) • Pricing
Q&A Board	Submit RFP-related questions, receive responses, view other public questions and answers, and respond to E&I-submitted questions.

3.2 Instructions for Respondents

- 3.2.1 Respondents are expected to raise any questions or concerns any time up until the deadline to submit questions. Questions and responses may be made public and viewed by other Respondents. Do not provide any proprietary information in the Q&A Board.
- 3.2.2 Respondents may elect to utilize the import/export feature to export questions into Excel to work on responses offline and then import upon completion.
- 3.2.3 Responses to questions with a text box are limited by the number of characters displayed below the text box.
- 3.2.4 There is no limit to the number of files that can be uploaded, but the maximum file size is 50MB. Uploading large documents may take significant time, depending on the file size and internet speed. Files larger than 50 MB can be divided into multiple files and uploaded separately.
- 3.2.5 Do not embed any documents within uploaded files, as they will not be accessible or evaluated.
- 3.2.6 Information not requested by E&I may be considered as supplemental and not subject to evaluation. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired. E&I will not pay for any information requested nor is it liable for costs incurred by the Respondent in responding to this RFP.
- 3.2.7 It is recommended that a Respondent's initial proposal reflect its most favorable terms.
- 3.2.8 Proposals must be received by the close date and time indicated in the Tentative Schedule of Events. Respondents are solely responsible for the timely submission of its proposal and failure to meet the proposed date and time shall be grounds for rejection. Allow sufficient time (at least one hour before the close time) to upload and finalize submission.

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- 3.2.9 Respondents may withdraw or modify their proposal as needed any time up until the close date and time.
- 3.2.10 At all times it shall remain the Respondent's responsibility to check the RFP event for any addenda and the Q&A Board for any notices or updates. No further notice will be given.
- 3.2.11 Questions relating to log-in or technical issues can be directed to E&I's third-party software host, Jaggaer, by calling 800-233-1121, option 2, then option 2 or through the following link:
<https://go.jaggaer.com/SupplierSupportRequest.html>

4. Scope of Products and Services

This RFP is to establish contract agreement(s) for all Construction Delivery Methods offered by your company. Suppliers should be able to provide any construction delivery methods for new construction, renovations, deferred maintenance, as well as other projects across member locations using only accepted pricing methods. The qualified firms selected for award are expected to provide comprehensive construction services utilizing a broad range of construction delivery methods to support the diverse capital improvement, renovation, deferred maintenance, infrastructure, restoration, and new construction needs of educational institutions. E&I is also seeking suppliers for related construction services that include but are not limited to Construction Assurance, Testing, Inspection and Certification Services. The intent of this solicitation is to establish a portfolio of qualified providers capable of delivering flexible, compliant, cost-effective, and innovative construction solutions and inspection services that address the unique operational, financial, and project delivery requirements of higher education, K-12, and affiliated member institutions nationwide, and to support members achieve their goals of reducing costs, improving efficiency, meeting their construction needs.

4.1 Construction Delivery Methods

4.1.1 Proposal responses may include but not be limited to any or all the following construction delivery methods. There are no exclusions to the construction delivery methods that may be proposed by a supplier responding to this RFP.

- Job Order Contracting (JOC) may also be known as Indefinite Delivery/Indefinite Quantity (IDIQ)
- Construction Manager as Advisor / CM Agency
- General Contracting / GC
- Design-Bid-Build (DBB)
- Design-Build (DB)
- Progressive Design-Build
- Construction Manager at Risk (CMAR / CM@R)
- Construction Management Multi-Prime (CMMP)
- Integrated Project Delivery (IPD)
- Public-Private Partnership (P3 / PPP)
- EPC / Engineering-Procurement-Construction
- EPCM / Engineering-Procurement-Construction Management

4.1.2 Construction Assurance, Testing, Inspection and Certification Services

Other Services that may be provided by your company or that are the primary services provided should include but not be limited to the following

- Construction Material Testing & Inspection
- Geotechnical Engineering & Drilling Services
- Environmental Consulting & Industrial Hygiene
- Specialty Testing & Certification
- Building Science Solutions

4.1.3 Other Considerations

Suppliers submitting a response to this RFP may provide other products and/or services in addition to what has been outlined in the sections above. E&I encourages each supplier responding to this RFP to include information and pricing for any additional products and/or services they can provide to E&I members if awarded a contract through this RFP.

4.2 Pricing

Proposed pricing shall be based on the type of construction delivery method requested by a specific member and include a clearly defined breakdown of all costs.

For Job Order Contracting, the award-winning supplier(s) should price each job using a Unit Price Book (UPB) such as RSMeans, e4Clicks, Construction Task Catalog, eConverge, Proprietary unit-price catalogs, Localized UPBs, or any price book generally used for JOC pricing, combined with a contractor-specific coefficient or adjustment factor. Suppliers are required to list all price books available to a member in their proposal response along with the coefficient/adjustment factor by Region, State, and/or city for each price book offered, if the coefficient or adjustment factor differs between price books. The supplier's coefficient/adjustment factor shall cover overhead, profit, bonding, insurance, and other indirect costs and is applied to the pre-established price for each project. Other pricing methods proposed will be evaluated and if it is determined to be in the best interest of the members, other pricing methods may be considered.

For Non-Prepriced items (NPP), when required work is not found in the UPB, the supplier must prepare a detailed open book cost proposal consisting of supplier's quote, subcontractor bids, labor rates, and equipment rental charges. The supplier's awarded coefficient or a pre agreed markup percentage (to be negotiated between the member and the supplier) shall be applied to NPP items. NPP submissions must include complete documentation and will be subject to member review, approval, audit, and negotiation.

For construction delivery methods where a pre-established price book is not used, or an established price utilized, the supplier(s) that receive an award based on this RFP will be considered a "Qualified Supplier" who will be allowed to bid or quote on a member construction project. Price for any project under a Qualified Supplier will be negotiated between the member and the supplier. Pricing methods for Qualified supplier include but are not limited to Guaranteed Maximum Price (GMP), Lumpsum, Time & Materials, Time & Materials with Not-To-Exceed Cap, or Hybrid Pricing such as Percentage Labor + Market rates.

4.3 No Exclusions

E&I recognizes any one Respondent may not carry or provide the scope specified herein in its entirety. Respondents may submit a proposal for any one or more of the products and/or services outlined above.

Respondents may also include additional products and/or services that add significant value beyond the scope of this RFP. Value-added products, services and solutions included can be offered for E&I's consideration.