



Request for Proposal  
RFP 683318 for  
**Job Order Contracting (JOC) Services**

**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.

Issued by:

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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 facilities, maintenance and construction, car rental and fleet maintenance supplies, scientific and life sciences equipment and supplies, furniture, interior furnishings, computers and electronics, multimedia, food service, office equipment and supplies, transportation and delivery services and software. To enhance this robust, diversified portfolio, we are issuing a solicitation for Job Order Contracting (JOC) Services to assist our members with their construction needs and requirements.

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

The purpose of this RFP is to establish a cost effective Master Agreement (δAgreement) 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 Part 2, Scope of Services. This RFP is a direct result of the work within the E&I Facilities Strategy Team, an ongoing collaboration with E&I and the professional association for Facilities Management (APPA).

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 selected manufacturer(s), authorized dealers, and service suppliers. and (3) enhance our position as the premier Cooperative Service provider for Education.

Award of E&I Agreements and/or recommendation for awards may include utilization and consideration of Historically Underutilized Businesses (HUBs) and Small Business Enterprises as defined by the Small Business Administration (SBA). Sustainability and green initiatives within the institutions is very important to the institutions' administration and to the students and this may also be factored into our evaluations. E&I remains committed to utilizing technology and current best practices to the fullest extent possible in the procurement process. Electronic ordering, E-procurement Systems, E-commerce, procurement cards, billing and access to Suppliers' electronic catalogs are areas of technological and business importance to members.

### **1.3 Market Opportunity**

By satisfying the needs and requirements of the overall membership, the Cooperative anticipates significant member purchases to be recorded against the resulting Agreement(s). The Cooperative currently has approximately 4,000 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 and the K-12 segment represents approximately 30% of our current Membership. The Cooperative's expectations are a substantial opportunity for growth (in terms of member purchases) with our competitively solicited 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 Supplier(s) has been established and the Agreement(s) finalized, individual E&I members (in some situations member departments) will review the Supplier's program and determine their individual participation. The Supplier's program includes the Agreement along with additional supporting materials (if any) developed by the awarded Supplier.

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

**Part 1: GENERAL OVERVIEW**

Some members may have existing agreements 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 construction projects Members shall retain the right to negotiate additional terms and conditions and lower prices based on the complexity and size of the project and the result will be considered part of the awarded E&I Contract. It is expected that the Member and the successful awardee will identify all the needs and requirements needed to move forward with a project. On occasion a member, due to statutory requirements and advertising, may decide, based on State Statute or University requirements that they must release their own competitive solicitation. For these solicitations, we will expect the awarded E&I Suppliers to always respond with the E&I Contract.

Upon award of a Master Agreement from this RFP, the 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 on the E&I internal web site. The E&I web site is password protected and only available to the Members.

**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, 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 12<sup>th</sup> 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.
- **REQUEST FOR PROPOSAL:** A written or electronically posted solicitation for competitive sealed replies to select one or more Suppliers for the procurement of commodities or contractual services.
- **PROPOSAL/RESPONSE:** The entirety of the Supplier's submitted proposal responses to each point of the RFP, including any and all supplemental offers or information not explicitly requested within the RFP.
- **NATIONAL AGREEMENT:** E&I awarded Contract which is available throughout the United States (including Alaska and Hawaii).
- **REGIONAL AGREEMENT:** E&I may elect to award Contracts by Geographical Areas of the United States. See table below for geographic breakdown:

<u>Contract Region Key</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

## **Part 2: SCOPE OF SERVICES**

### **2.1 Statement of Work**

It is the intent of E&I to establish a contract or contracts for Job Order Contracting Services (JOC). E&I is requesting proposals from qualified and experienced firms for facility construction, maintenance and repair JOC Services. It is our expectation and intent that the resulting Agreement or Agreements will comply with the construction needs of our Membership and ensure the best value and pricing for all Members using any resulting Agreements. Any E&I members that are allowed to utilize JOC Services will be eligible to participate in the resulting Agreement or Agreements.

#### **a) General Requirements:**

E&I members have identified the following factors as important in the evaluating the merits of an Agreement:

- É Cost Effective solutions that provide increased discounts and lower overall costs
- É Competitive sealed proposals (RFPs) that closely align with members' institutional policies, federal, state, and local legal and regulatory requirements and policies.
- É This agreement shall be available to all E&I Members for National or Regional coverage and the respondents should indicate their willingness to extend with national pricing being offered. Regional coverage may be considered and respondents should indicate if their proposal is for Regional or National coverage.
- É Environmentally sustainable products and solutions and green initiatives.
- É Supplier Diversity including Historically Underutilized Businesses (HUBs) such as Minority and Women-owned businesses.
- É On time delivery and related services - i.e. warranty, maintenance, etc.
- É Value-added terms, conditions, and services, availability of on-line catalogs, availability of E-commerce options, advanced billing options, finance solutions.
- É Quality products and services

E&I reserves the right to make one award or multiple awards within a Region or multiple regions as needed. If multiple awards are made, it would be with the intent to offer flexibility that meets the requirements of the Membership.

In addition, upon mutual agreement of both parties, the resulting Agreement or Agreements may be expanded into additional regions and/or all regions (National Agreement) served by E&I. Negotiation of terms, conditions and pricing will reflect the benefits of a National Agreement for our members.

#### **b) Members have indicated the following:**

- É The annual purchases per Member may range from a few thousand to several million dollars
- É The services and solutions for a JOC agreement are needed on a timely, dependable basis to meet the needs of the Members.
- É The service and solutions for renovation, repairs and minor construction throughout the Member institution facilities must be made available as needed by the Member.
- É It is important that Members have access to qualified contractors to perform necessary services.
- É It is important that contractors perform service and installation on a timely basis.
- É It is important to utilize Historically Underutilized Business/Minority and Women Owned businesses in their subcontracting if possible. This also includes Veteran Owned businesses. This is of extreme importance within the State of Texas, California, Florida, Maryland, Virginia.
- É It is important for the institutions to utilize sustainable products and services when possible.

### **2.2 Term**

The Agreement term will be for five (5) years with the option of one (1) five (5) year renewal. Prior to the end of the initial five (5) year term, the program will be evaluated in overall context and performance. Exercise of any renewal may require formal written notification and mutual agreement between E&I and Supplier 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.

### **2.3 Scope of Services/Work**

Each Member utilizing the resulting Agreement will specify the work to be completed by the successful contractor(s) on an as needed basis during the term of the agreement. The value of each Job Order or project will be the basis for determination of bond requirements and HUB subcontracting requirements. The members will indicate their

**Part 2: SCOPE OF SERVICES**

requirements and needs on these projects. Job Orders will be issued to the successful contractor(s) for construction requirements of the Member related to repair, rehabilitation, alteration, maintenance and construction projects. When the services of the successful contractor(s) are required, the member will prepare a Member Specific Agreement (MSA) with a Statement of Work that describes the project to be ordered with sufficient detail to determine quantities and quality, and the time for performance, so that the contractor can prepare a responsive and cost effective proposal with a minimum of non-prepriced items.

E&I recognizes that any one Supplier may not be able to provide all Services (products and supplies) required. No systems, products, or services have been excluded from this RFP. All services and products, and supplies and accessories carried in a Supplier's catalog(s), price book(s) or otherwise available by special order are part of this solicitation.

**2.4 General Service Requirements**

Service to be provided by contractors e.g., respond to feedback from Members on a regular basis, ability to provide appropriate services and solutions, specify and order products to meet Member needs with consistent accuracy, and perform quality services and construction as per the agreement.

- Design and consulting services to include space utilization, move management, environmental factors, compliance with federal standards on accessibility, etc. as applicable.
- Strong preference for Computer Aided Design (CAD) capabilities and services as applicable.
- Presentation of drawing and design to member for approval / updates / alternatives as needed.
- Provide estimates for proposed services and products through a software program with the software licenses for JOC construction made available to the Members.
- Provide final quote based upon Agreement pricing (preference for electronic quotes) and estimate the lead time for completion of services.
- Acceptance of orders by any method that is customary and acceptable.
- Provide construction schedule and drawings for large projects including projected stages of completion.
- Ability to change the order as requested by Members.
- Provide installation services and project management as required. Compliance with all federal, state, and local codes.
- Compliance with Member policy, procedures, and work rules.
- At the time of quotation the Supplier is to indicate any product concerns and shipment delays.
- Responsive to repairs.
- Provide storage and/or alternative solutions to accommodate changes in construction delays etc.
- Responsive to billing, invoice, and credit issues within 10 days of notification.

**2.5 Bonding**

Supplier shall provide evidence, satisfactory to the Member, of bonding capacity in the total estimated maximum amount of the contract along with Supplier's response to the Request for Proposals. Generally, a payment Bond is not required on Job Orders of \$25,000.00 or less and a Performance Bond is not required on Job Orders of \$100,000.00 or less. Each member (by state) may have different bonding requirements. Generally, if the total Job Order Price exceeds \$25,000.00 the Contractor shall execute a Payment bond in accordance with the provisions of the specific Member's state, solely for the protection of those supplying labor, materials, and/or equipment in the prosecution of the subject Job Order. If the total Job Order Price exceeds \$100,000.00, the Contractor shall execute in accordance with the provisions of the Member's state a performance bond in the amount of the total Job Order Price conditioned upon the faithful performance of the Job Order solely for the protection of the Member.

Each bond shall be executed by a corporate surety or sureties authorized to do business in the applicable State and acceptable to the Member, and on the Member's form. If any bond is for more than 10 percent of the surety's capital and surplus, the Member may require certification that the company has reinsure the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the state, the contract shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Member.

Each bond shall be accompanied by a valid Power-of Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

## **Part 2: SCOPE OF SERVICES**

Each bond with a penal sum in excess of \$100,000.00 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in the Member's State and which is listed on the then current U.S. Treasury Department circular and holds a certificate of authority from the U.S. Secretary of the Treasurer as a surety or reinsurer.

### **2.6 Pricing**

Pricing is to be based on the RS Means Construction Cost Estimating Data with a coefficient designated by State, Territory, Region or City in your proposal response. Supplier must include a comprehensive list of coefficients in response to this RFP and the list will be made available to Members upon award of a contract by E&I.

### **2.7 Additional 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. Please provide a list of the services that can be provided, if any, and the cost, if any in Attachment A1 on a separate tab marked "Services".

### **2.8 Delivery and Project Completion**

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. It is expected that all services shall be accomplished as per the contract in a timely manner.

### **2.9 Warranty**

Supplier shall describe all standard and enhanced warranties for all services being proposed, if applicable. Supplier should have the ability to track the Service warranty for all services provided to Members.

### **2.10 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. Upon award, each successful Supplier will sign an Agreement with E&I to sell JOC services to Members. The Agreement will incorporate the relevant terms and conditions of this RFP and Supplier's proposal response.

### **2.11 Quality Assurance**

Provide a detailed Quality Assurance Plan that identifies the methods by which the Supplier shall assure quoting, contracting, delivery, and services and follow up services for Members are provided in a correct and timely manner. Response should address each of the following bullet points:

- Service Qualifications and Experience, inclusive of all professional certifications of all Key personnel involved in all the proposed services.
- Customer Service (detail how Services will be conveyed)
- Technical Support (Experience, qualifications, drawings, specifications, management, supervisory services, inspections, punch list, follow up.
- Post construction /renovation services and maintenance
- How responses to request for quotes (pricing requests) for Services are accomplished
- How contracts/orders are placed (included methods accepted e.g. e-mail, original P.O., secured internet line, EDI, and other)
- Service References (provide five (5) references, see Questionnaire - Attachment C)
- Change Order and Cancellation
- Service Lead Time
- Delayed or Late deliveries (provide your policy and how you keep members informed)
- Toll free number availability
- Compliance with all federal, state and local regulations regarding building construction/renovations.
- Assure all necessary permits for the projects are current as required for services.

**Part 2: SCOPE OF SERVICES**

**2.12 Supplier Questionnaire**

Suppliers must fully complete the Supplier Questionnaire of this RFP, separate attachment. In order for your proposal to be considered, all questions must include a response and clear statement of capabilities where applicable. Your responses to these questions will be utilized to evaluate your proposal as it relates to the following:

- Response to Scope of Services
- Corporate Information
- Supplier Capabilities
- Administration & Marketing
- Vendor Report File

**2.13 Proposal Innovation, Improvements and Additional Services to be offered**

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 a sponsorship program, if requested
- Extending the Agreement to faculty, staff, and students through employee purchase programs
- Creative pricing (signing bonuses, 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: SUPPLIER PERFORMANCE EXPECTATIONS**

**3.1 Report of Sales**

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 requirements and format of the Report of Sales are detailed in the questionnaire included with this RFP. The Report from the Supplier shall include all sales invoiced during the prior month. 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 the Agreement. The Report of Sales shall be sent via e-mail to [vrf@eandi.org](mailto:vrf@eandi.org) as per the scheduled due date of the report.

All sales, regardless of method, shall be included in the total report of total U.S. dollar sales to Education by institution. 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. If Supplier proposes that E&I distribute rebate payments directly to its Members, Supplier shall provide E&I with a rebate activity report that separates member rebate payments from CAF payments.

Suppliers must provide a sample report in the Supplier Questionnaire, Attachment C of this RFP, to assure that the Supplier is able to provide the reporting as required. The Supplier must also provide in Attachment C the name of the person responsible for submitting the report.

**3.2 Contract Administrative and Marketing Fee**

Supplier will provide to E&I a Contract Administrative Fee (CAF) of 1.50% of total invoice price for all orders placed by E&I members. The CAF shall be calculated monthly and include all orders invoiced during the prior month. The CAF rate shall remain constant regardless of any and all pricing methods utilized by the member, special quotes pricing, all services including value added services and/or use of Supplier Diversity programs.

The CAF shall 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 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 the 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.

In the event a holdover clause is invoked as described in Section B38 of Attachment B, Supplier shall continue to submit the CAF and supporting Report of Sales for the duration of the holdover period.

**3.3 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 the 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 the 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.

**Part 3: SUPPLIER PERFORMANCE EXPECTATIONS**

**3.4 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):

A. Corporate Commitment

The Supplier will commit that it's 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 Education clients

B. 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 member requirements

C. 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

**3.5 Marketing And Sales Responsibilities – Supplier**

A. 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

B. Additional Business Services

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 Members to leverage the best available pricing, delivery, and services.
- 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 on the E&I website.

**Part 3: SUPPLIER PERFORMANCE EXPECTATIONS**

- 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.

C. 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](http://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 such as the National APPA Meeting and Regional APPA meetings.

**3.6 Marketing and Sales Responsibilities – Supplier and E&I**

Joint Responsibilities of 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

**3.7 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.

## **Part 4: EVALUATION PROCESS & CRITERIA**

*Any contract(s) resulting from this RFP will be awarded in writing to Suppliers 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).*

### **4.1 Evaluation Process**

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.

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.

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

Proposals may be evaluated using a quality points system. The average of all quality points awarded by individual evaluators per category will be added together to compile a quality points value. The following formula will be used to compute the supplier's cost-per-quality point score:

$$\frac{\text{Cost}}{\text{Quality Point Value}} = \text{Cost-per-quality point score}$$

### **4.2 Evaluation Criteria**

E&I Members have identified the following factors, in relative consideration, as important in evaluating the merits of an Agreement:

1. Pricing
  - Pricing and Terms that provide for increased discounts and lower overall cost
2. Adherence to Terms & Conditions/RFP Specifications
  - RFP closely aligns with Members' institutional policies, federal, state, and local legal and regulatory requirements and policies
3. Supplier's Capabilities
  - Order Placement/Delivery/Installation
  - Service, Support, Product Warranty and Maintenance
  - Administration, i.e. Reporting Capabilities
  - Environmentally sustainable products and solutions
  - On-Line Capabilities, including electronic ordering, E-commerce, procurement cards, billing and access to Supplier's electronic catalogs
  - 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)
4. Breadth and Quality of Products/Services
5. Supplier's Qualifications
  - Financial Stability,
  - References
  - Experience and Past Performance
6. Added Value/Incentives/Services and other information as deemed relevant by E&I

**Part 4: EVALUATION PROCESS & CRITERIA**

**4.3 Tentative Schedule of Events**

The tentative timeline associated with this RFP is provided below:

<b>Activity</b>	<b>Due Date</b>
Request for Proposal issued	<b>January 17, 2017</b>
Pre-Proposal Conference to be held via Teleconference Call RSVP to <a href="mailto:bsolak@eandi.org">bsolak@eandi.org</a> by <b>January 31, 2017</b> . Dial-In Information; 1-855-244-8681 Conference Code; 2200 4366	<b>February 01, 2017 11:00 AM ET</b>
Deadline for submission of RFP-related written questions	<b>February 07, 2017</b>
E&I Response to RFP-related questions	<b>February 14, 2017</b>
1 PM ET Deadline for Receipt of Proposals (öReceiptö)	<b>March 09, 2017</b>
Evaluation of Proposals	<b>March 13, 2017</b>
Best and Final Offers on or about	<b>May 15, 2017</b>
Negotiations Begin on or about	<b>May 22, 2017</b>
Anticipated Award(s)/Letter of Intent (LOI)	<b>June 01, 2017</b>
Acceptance and Execution of Agreement	<b>July 01, 2017</b>
Implementation	<b>August 01, 2017</b>

## **Part 5: PROPOSAL REQUIREMENTS & FORMAT**

*This portion of the RFP includes requirements and instructions on the format 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 includes specific rights reserved by E&I and other restrictions imposed on the RFP Process.*

### **5.1 Proposal Requirements**

All proposals are subject to the conditions specified herein. Any response that does not comply with these conditions will be rejected.

A. Supplier must submit the response in two separate envelopes as follows:

- First envelope shall contain the proposal response ONLY, excluding pricing, and marked "RFP 683318 - Proposal Response"
  - two originals (duly marked), each in three ring binders, and signed by a representative authorized to sign the proposal on behalf of Supplier
  - one electronic copy in Microsoft Word and Excel formats on a USB flash drive
- Second envelope shall contain pricing ONLY, and marked "RFP 683318 - Pricing"
  - two originals (duly marked), each in three ring binders, and signed by a representative authorized to sign the proposal on behalf of Supplier
  - one electronic copy in Microsoft Word and Excel formats on a USB flash drive

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.

- B. Proposals must be received by the Receipt of Proposals date specified in Section 4.3, Schedule of Events, at E&I's office listed on the RFP cover page.
- C. 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.
- D. The Request for Proposal (RFP) number should be clearly marked on the outside of the sealed package.
- E. 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.
- F. DO NOT ALTER THIS RFP document IN ANY WAY. The only acceptable changes or alterations to this RFP will be made in the form of addenda and issued only by E&I.
- G. 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
- H. 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 Supplier in responding to this RFP.
- I. All submitted proposals constitute an offer by each respective Supplier and shall remain irrevocable for a period of 180 days following the Submission Deadline.
- J. Upon receipt of the E&I Letter of Intent, Supplier shall work with E&I to assure that the new Master Agreement document is executed within 30 days.

## **Part 5: PROPOSAL REQUIREMENTS & FORMAT**

### **5.2 Required Proposal Format**

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

Tab 1 Table of Contents/Page Identification

Include a Table of Contents and number the pages in the proposal consecutively.

Tab 2 Execution of Offer, Mutual Non-Disclosure Agreement, and Acknowledgement of Addenda

Supplier must complete the Execution of Offer and Mutual Non-Disclosure Agreement documents in Part 5, signed by a representative authorized to sign the proposal on behalf of Supplier.

Addenda, if any, shall also be included and signed.

Tab 3 Executive Summary

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.

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 4 Supplier Questionnaire

Supplier must complete all sections of Attachment C as described in Section 2.6.

Tab 5 Pricing

This tab shall include Attachments A, A-1 and, if applicable, additional pricing. Supplier shall provide information for this tab in a sealed envelope separate from the proposal as instructed in Section 4.1.

Tab 6 Agreement/Exceptions

Suppliers must include Part 3 and indicate agreement with or exception to Supplier Performance Expectations.

Suppliers must include Attachment B and indicate agreement with or exceptions to any terms or conditions in the form of an Exceptions Response. A full legal review of all documentation by the Supplier's Legal Department must be completed prior to the proposal response being submitted to E&I.

Tab 7 Attachments D and E

Completed State of Texas HUB Forms and State of Connecticut Compliance Language form

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 Pricing" and included in "Tab 5 Pricing" as described above.

### **5.3 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 4.3).

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

### **5.4 Questions and Clarification**

A. Any questions regarding this RFP must be directed via email to the Contract Manager noted on the cover page of this document.

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

C. 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 Contract Manager via email of the deficiency and request modification or clarification of the RFP document.

**Part 5: PROPOSAL REQUIREMENTS & FORMAT**

- D. 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.
- E. Questions and answers will be provided via an addendum and posted on the E&I web site.

**5.5 Rights Reserved by E&I and Restrictions on RFP Process**

- A. 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.
- B. E&I reserves the right to reject any or all proposals or any part thereof.
- C. E&I reserves the right to make an award and/or multiple awards by section, in whole, or to make no award.
- D. 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.
- E. If this RFP is regional in scope, E&I, upon mutual agreement of the Supplier, may expand the Agreement to additional regions or nationally (refer to Section 1.6, Definitions).
- F. 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.
- G. E&I reserves the right to select the most responsive Supplier(s) without further discussion, negotiation, or prior notice.
- H. E&I may presume that any proposal is a best-and-final offer.
- I. 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.
- J. Any discussion with E&I personnel or any institutions mentioned in this RFP, other than the Contract Manager, 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.
- K. 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.
- L. Supplier proposals will be opened and reviewed at the convenience of E&I; there is no public opening.
- M. 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 member's states. As such, proposal(s) may be released to third parties, without prior notice to Supplier(s), as required to comply with legal requirements.
- N. Suppliers must clearly mark "Confidential" on any portion of their respective responses which are considered to contain confidential or proprietary information.



**Part 6: EXECUTION OF OFFER & MUTUAL NON-DISCLOSURE AGREEMENT**

*Include Part 6 in Tab 2 of the proposal response. 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 expectations, requirements, specifications, terms and conditions of the RFP. Further, if awarded the Supplier agrees to perform the expectations, 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.

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

**Part 6: EXECUTION OF OFFER & MUTUAL NON-DISCLOSURE AGREEMENT**



**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](mailto:glink@eandi.org)

E-Mail: \_\_\_\_\_

Tel: (631) 630-8252 Fax: (631) 273-3370

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

<b>For E&amp;I Office Use Only</b>	
<b>Date member List sent to Supplier Contact:</b>	_____
<b>Sent by:</b>	_____

**ATTACHMENT A – Financial Offer Summary & Price Sheet**

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. Attachments A and A-1 in their entirety (this summary and pricing worksheets) must be included in Tab 5 of proposal response.

**1. Pricing**

Pricing shall be based on the RS Means Construction Cost Estimating Data for the products and services requested in this RFP. Suppliers electing to propose pricing on additional products and/or services must submit additional items on a separate list. The list must be labeled as "Additional Items." E&I retains the right to accept or reject additional items in part or in whole.

The rates for the proposed services shall be applicable to all orders made under a resulting Agreement with Supplier. Percentage discounts off Supplier's list price for any other products and/or services shall remain firm for the life of the Agreement unless improved for the benefit of the membership. List price increases are allowed once per year with a minimum 90-day advance written notice by Supplier and require approval from E&I prior to implementation. List price decreases are allowed at any time during the term of the Agreement. Supplier shall provide E&I written notice immediately of all list price decreases. Supplier is authorized to offer members enhanced pricing and/or member-specific agreements on a case-by-case basis and both shall be considered part of the resulting Agreement.

The Supplier is required to make available any special product offerings or promotions made available by the manufacturer or distributor.

**2. Member Rebates**

Suppliers are encouraged to propose rebates as means of generating revenue and increasing operating funds for members. Describe any financial considerations or creative offerings such as signing bonuses, rebates, multi-year discounts, growth incentives, programs resulting in the member being charged a reduced amount, early payment discounts, scholarship sponsorships, etc.

In addition, Supplier may offer improvements to the contract administrative fee requirements, assignment of existing sales volume, additional marketing support fees, or other forms of incentive programs. Such proposals may be considered as providing added value/incentive. E&I reserves the right to explore/negotiate for such additional improvements as we move through the RFP process of evaluation, clarifications, negotiations, "best and final," to final award.

**3. 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.

CORPORATE NAME:	
<b>AUTHORIZED SIGNATURE:</b>	
PRINT NAME:	
TITLE:	
DATE:	
PHONE:	
EMAIL ADDRESS:	

**ATTACHMENT A1 – Price Sheet Template**

***ATTACHMENT A1 – Price Sheet Template***

*Supplier to provide All pricing and Coefficient information in the Excel file marked Attachment A1*

## **ATTACHMENT B – Relevant Terms and General Terms & Conditions**

*The following terms and conditions shall govern any agreement issued as a result of this solicitation. They are to be reviewed by competent legal or other personnel and any exceptions noted directly below each of the respective terms in question. It should be noted that any exceptions, as well as additional or attached terms and condition which are determined to be unacceptable to E&I may result in the disqualification of your proposal. Attachment B in its entirety must be included in Tab 6 of proposal response.*

### **A. Relevant Terms**

#### **A1 Customer Support**

Supplier shall provide a single point of contact plus a backup for each member. This individual may support multiple members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm ET).

#### **A2 Orders**

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 Supplier's notice of acceptance shall create an agreement between the parties thereto containing all specifications, terms and conditions of the Agreement.

#### **A3 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.

#### **~~A4 Order Fulfillment, Distribution and Installation Agreements~~ **Not Applicable****

~~Order Accuracy rate shall be maintained at 99% or greater. Order Accuracy rate is defined as  $\frac{\text{the number of items delivered as ordered}}{\text{the total number of items ordered}}$ .~~

~~Order Fill rate shall be maintained at x% or greater. Order Fill rate is defined as  $\frac{\text{the number of items on an order filled completely as ordered}}{\text{the total number of lines on an order}}$ .~~

~~Supplier, within twenty-four (24) hours after receiving a purchase order, shall notify the member of any potential delivery delays. The following information regarding backorder(s) shall be provided to the member:~~

- ~~• PO Number, if applicable~~
- ~~• Item ID~~
- ~~• Item Name & Description~~
- ~~• Reason for shortage~~
- ~~• Plan of action (when delivery may be expected or suggested replacement)~~

~~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.~~

## **ATTACHMENT B – Relevant Terms and General Terms & Conditions**

### **A5 Delivery**

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.

Normal delivery of orders must be accomplished at established times as set by the member. On-time delivery shall be maintained at 95% or greater. On-time delivery is defined as delivery of order within the specified delivery time frame after the placement of order. Orders will be defined as late without approved notification. 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. If special delivery or handling charges are applicable they shall be pre-approved by the order initiator.

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

### **A6 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, e.g., 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.

### **A7 Third Party Distributors/Subcontractors**

In the event that Supplier chooses to subcontract any service or delivery of the products under the terms herein, 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 Supplier of its obligations to make complete timely delivery of products, supplies or service at no additional cost to the member.

### **A8 Substitutions**

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the member. Any and all remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized by the member.

### **A9 Minimum 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.

### **A10 Supplemental Charges Not Applicable**

~~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.~~

### **A11 Emergency Purchases**

Members reserve the right to make purchases of items included under this Agreement when emergency conditions exist. All emergency purchases shall be reported as regular sales to E&I.

### **A12 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.

## **ATTACHMENT B – Relevant Terms and General Terms & Conditions**

### **A13 Tracking Lost and Damaged Shipments ~~Not Applicable~~**

~~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.~~

### **A14>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 members' 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.

### **A15 Reasons for Return or Credit ~~Not Applicable~~**

~~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.~~

### **A16 Restocking Policy ~~Not Applicable~~**

~~Supplier shall not impose a restocking fee on member under the following circumstances:~~

- ~~Item is returned due to damage, incorrect product shipped, or Supplier customer service order entry error.~~
- ~~Inventory is returned within 24 hours of delivery.~~
- ~~Inventory is returned, but exchanged for other inventory.~~

~~Re-stocking fees for all other reasons can be no greater than 10% of the value of the items needing re-stocking.~~

### **A17 Warranty and Product Condition of Sale**

At a minimum, there shall be a three (3) year warranty from the date of delivery to include parts, labor and travel. For third party providers, the manufacturer's standard warranty shall apply. Lifetime warranties shall remain in force regardless of whether the resulting agreement is still in place.

## **ATTACHMENT B – Relevant Terms and General Terms & Conditions**

Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the member. Supplier should track the product warranty for all products sold to member. Loaner products shall be made available while member's equipment is out for warranty repair.

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

### **A18 Extended Warranty Option**

Supplier shall offer an optional one (1) year warranty extension on all systems. The same terms and conditions that apply to the standard warranty coverage shall apply during additional year of ownership if the extended warranty option is included in the original purchase.

### **A19 User Manuals**

Supplier shall provide on-line links to original instruction manuals for each unit ordered, including complete documentation on all components used. Electronic notification of bulletins, revisions and corrections shall be provided as they are issued. Instruction manuals shall contain:

- Definition of equipment capabilities
- Technical description of equipment operation
- Description of malfunction identification
- Troubleshooting procedures
- Detailed schematics
- Installation and use instructions
- Operating system software manual

### **A20 New and Discontinued Products**

The Supplier shall, at least thirty (30) days prior to their introduction or discontinuance, notify E&I and the 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."

### **A21 Replacement Parts**

If Supplier offers replacement parts, then a separate category of "Replacement Parts" pricing should be added to the proposed discount structure.

### **A22 Business Review Meetings**

In order to maintain a partnership between the member and the Supplier, members may require business review meetings. These meeting shall be held on a quarterly basis, if not more frequently. The business review meeting shall include, but not be limited to, the following:

- Review of Supplier performance
- Review of minimum required reports (as described in the following section)

### **A23 ~~Additional Reporting~~ Not Applicable**

~~At a minimum, the following additional reports shall be provided to members, as requested, in an electronic format on a quarterly basis:~~

- ~~• Total orders year to date, including item ID, item description, unit of measure, total quantity ordered, total quantity shipped, sales price, list price, total sales price (total quantity shipped x sales price), method of payment, department~~
- ~~• Overall order accuracy and fill rates~~
- ~~• Number of orders returned due to Customer error~~
- ~~• Total re-stocking charges (\$) applied~~



**ATTACHMENT B – Relevant Terms and General Terms & Conditions**

- ~~Number of orders returned due to Supplier error~~
- ~~Total dollar value of surcharges, transaction fees, delivery charges, and other misc. charges~~
- ~~Current market updates, i.e. company news, systems failures, product recalls, etc.~~

**~~A24 Employee Purchase Program~~ **Not Applicable****

~~Supplier may offer discounted products to members, students, faculty and staff for personal purchases. If offering an Employee Purchase Program, Supplier shall describe how it intends to protect members from liability from personal purchases made by students and employees.~~

**~~A25 Samples~~ **Not Applicable****

- ~~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.~~

**ATTACHMENT B – Relevant Terms and General Terms & Conditions**

**B. General Terms and Conditions**

**B1 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.

**B2 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.

**B3 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.

**B4 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.

**B5 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.

**~~B6 Resale~~ **Not Applicable****

~~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.~~

**B7 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.

**B8 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.

**B9 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.

## **ATTACHMENT B – Relevant Terms and General Terms & Conditions**

### **B10 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.

### **B11 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.

### **B12 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.

### **B13 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.

### **B14 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. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.

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.

### **B15 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.

E&I is a not-for-profit corporation. Members are 501(c)(3) corporations but have varying requirements to either pay or are exempt from state sales tax.

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.

## **ATTACHMENT B – Relevant Terms and General Terms & Conditions**

### **B16 Americans With Disabilities Act**

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

### **B17 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.

### **B18 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.

### **B19 Non-Appropriation of Funds**

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.

### **B20 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.

### **B21 Non-Discrimination**

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

### **B22 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.

### **B23 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.

### **B24 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.

### **B25 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.

**ATTACHMENT B – Relevant Terms and General Terms & Conditions**

**B26 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.

**B27 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.

**B28 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.

**B29 Suspension or 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.

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.

Supplier certifies that the Supplier and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that Supplier is in compliance with all applicable State statutes and rules relating to procurement, and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

**B30 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.

**B31 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.

**B32 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.

**B33 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.

**B34 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.

**ATTACHMENT B – Relevant Terms and General Terms & Conditions**

**B35 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 (14<sup>th</sup>) 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.

**B36 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.

**B37 Holdover Clause**

This holdover clause authorizes Supplier to continue to provide products and services pursuant to any quotation, purchase order or MSA executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the MSA. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

**B38 Independent Audit**

Members may, for a period of three years after expiration of the Agreement, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. The audit will be conducted by member and/or its designee. Supplier will provide member with access to records. The audit may address any or all of the following conditions and may not be limited to the stated conditions: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment.

**B39 Open Records**

All information, documentation, and other materials submitted by Supplier in response to the 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.

**B40 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.

**B41 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.

**B42 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 C – Supplier Questionnaire**

*All worksheets of the questionnaire MUST be completed to be considered for evaluation. Include completed Questionnaire in Tab 7 of the proposal response and in Microsoft Excel electronic format.*

**ATTACHMENT D – 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. Include Attachment F in Tab 7 of the proposal response.*

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.**

This form must be completed and returned with Supplier's Proposal:

Yes  No Supplier agrees to make a good faith effort to submit a HUB Plan for the State of Texas, as stated above



**ATTACHMENT E – 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](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](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 upon award.

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 F – Notice of Intent to Submit a Proposal**

*This notice is not mandatory but is strongly recommended for Suppliers to submit in order to receive courtesy notification of information related to this RFP.*

**NOTICE OF INTENT TO SUBMIT A PROPOSAL  
RFP 683318 for Job Order Contracting (JOC) Services**

This notice should be received no later than **1:00 PM ET** on January 31, 2017 and must be sent to:

Bob Solak  
Contract Manager, Facilities  
E&I Cooperative Services, Inc.  
2 Jericho Plaza, Suite 309  
Jericho, New York, 11753-1671  
Voice: (631) 630-8283  
Fax: (631) 273-3370  
E-Mail: [bsolak@eandi.org](mailto:bsolak@eandi.org) (recommended)

I, \_\_\_\_\_, authorized representative of \_\_\_\_\_ hereby notifies E&I Cooperative Services, Inc. of the intent to submit a proposal in response to RFP 683318 for Job Order Contracting (JOC) Services. By signing and returning this form, I stipulate that I have reviewed the RFP, and that I am interested in submitting a proposal.

PRINT NAME:	
TITLE:	
CORPORATE NAME:	
MAILING ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE:	