



Request for Proposal
RFP 683324 for
**Building Automation Systems, HVAC, HVAC-R,
Equipment, Supplies and 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 this solicitation to assist our members with their 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 (öAgreementö) which complies with our member procurement requirements and will provide E&I members a procurement vehicle to acquire Building Automation Systems, HVAC, HVAC-R Equipment, Supplies and 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 members of the professional association for Facilities Management, APPA: Leadership in Educational Facilities.

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 Supplier's 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 51% public, 41% private, and 8% other. Membership is inclusive of Higher Education Universities, Community Colleges, Technical Schools, academic healthcare and research institutions and K-12 school districts. Private Institutions are eligible to utilize E&I Cooperative Contracts. The Cooperative's expectations are for a substantial growth opportunity (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/have 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.

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 and move to the new E&I contract. For large dollar orders, Members retain the right to do individual Member competitive solicitations in which

Part 1: GENERAL OVERVIEW

we strongly encourage the awarded supplier to quote the E&I contract or the member may wish to negotiate better pricing which is allowed within our contract and is considered part of the 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 12th Grade. These school systems and districts may or may not be members of E&I.
- **EDUCATION:** The combination of Higher Education and K-12.
- **DAYS:** All days specified are based on calendar days unless otherwise noted.
- **GO-TO-MARKET:** Term that describes the way the awarded Supplier will market the contract internally and to train their employees. The Supplier will market this contract to their existing and future Education customers as they implement and utilize this awarded contract. This contract will be their best offering to Education for the entire term of the contract. Direct solicitations from Education customers will be responded to with the E&I contract.
- **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:

Contract Region Key

States

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

Part 2: SCOPE OF SERVICES

2.1 Statement of Work

It is the intent of E&I to establish a contract or contracts, from qualified and experienced firms, for Building Automation Systems, HVAC, HVAC-R Equipment, Supplies and Services (Building Automation) commonly used by the Facilities (Physical Plant) areas of our Members. It is our expectation and intent that the resulting Agreement(s) will comply with the needs of our Membership and ensure the best value and pricing for all Members using any resulting Agreements. Large projects and new construction or major renovations on Member campuses will also be considered to be part of the resulting Agreement from this RFP.

All E&I members will be eligible to participate in the resulting Agreement(s). All products and/or services provided by the Supplier or Suppliers should be included in your response to this RFP. All product, supplies and accessories carried in a Supplier's catalog(s), price book(s) or otherwise available by special order are part of this solicitation.

As new products/services become available E&I shall work with the award winning Supplier or Suppliers to add the new products/services to their resulting contract. All E&I Members will be eligible to participate in the resulting agreement on an as needed basis.

The award winning Supplier(s) is/are expected to furnish any and all of the requested equipment and services as required by Members with timely deliveries to the ordering Members location. Direct involvement by the awarded Supplier(s) may be necessary to assist Members in understanding the products available to fit their needs. Below is a general list of products and services of interest to the Members that Suppliers may include in their response, but the response should not be limited to;

- Building Automation Systems, wireless systems and integration
- Energy Management Systems
- HVAC Refrigeration (examples) - Rotary, Centrifugal, Scroll, Reciprocating, Absorption
- Indoor Air Quality, Products and Services (i.e. Active polarization, non-ionizing, electronic air cleaning systems, air quality & velocity sensors, coil cleaning, duct cleaning and other.)
- Unitary - rooftops, Ductless split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits
- Air handling - central station-manufactured or custom makeup air, fan, filter, coil sections
- Air Terminal Devices and Heating Products -VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors
- DDC Controls - core components, devices, panels, other
- Cooling Towers - open, closed, evaporative, other
- Pumps - single stage, split case, end suction, inline, circulator, turbines
- Invertors
- Boilers & Water Heaters - modulating, condensing, cast iron, water tube, packaged and other
- HVAC Specialty Products (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)
- Power and Utilities (Energy Collecting Equipment and Accessories with Solar and Wind)
- Equipment, Factory Authorized & Universal Parts and Supplies - manufactured parts, emergency parts service, miscellaneous material and supplies
- Startup & Commissioning Services - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other
- Service & Maintenance - preventative and full maintenance contracts, on-site, remote monitoring, annuals, emergency services, regulatory compliance, cleaning, scheduled maintenance (e.g., oil, chemical and vibration analysis) and other
- Installation and Turnkey Contracting - retrofit, new construction, energy retrofit, controls new, Upgrade and other
- Warranty Services - Extended parts & labor (define maximum number of years available), delayed start-up and other
- Energy Services - Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other
- Equipment Leasing/Rental - chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other as needed
- Financial Services - leasing, prompt and pre-payment discounts, guaranteed savings and other
- Professional Services - Engineering, Design, Drafting, Architectural, Project Management and other

Part 2: SCOPE OF SERVICES

- Site Surveys - Equipment, system analysis, operational, architectural and other
- Fire Alarm Systems/Smoke Detectors/Carbon Monoxide Detectors/Multi Criteria Detectors
- Safety and Security Solutions ó Mass notification systems, managed security systems, video surveillance
- Filter Programs
- Fabrication and Modification Capabilities
- Network Integration Solutions ó NIS
- Training Services
- Applicable software

Suppliers should have the ability and qualifications to offer any or all of the following options in their proposal response and track the purchases (report sales) to the Contract:

- E-commerce options (SciQuest, ESM Solutions, Ariba, SAP, etc.)
- The ability to accept Procurement Cards
- National/Regional coverage ó E&I Members in the 48 contiguous States should be able to access the Suppliers products and services. Special considerations may be accepted for Members in Alaska and Hawaii.
- Additional member rebate incentives for contract usage and/or year over year contract growth.
- Software and programming systems for electronic access as available
- Implementing an automatic system to assist members on an on-going basis to reduce utility supply costs

Suppliers are to submit all proposed pricing in **Attachment A-1** for all Equipment, supplies, technical support, certified/licensed mechanics/technicians, and other related services included in the response to this RFP.

Members may request technical support, certified/licensed mechanics, and other related services in regards to the set up and installation of products purchased under the resulting contract. Please provide the pricing for all Services available to the E&I Members in the tab marked "Services" in Attachment A-1. Provide a listing of all services with a complete description in your response. Pricing for services should be provided on an hourly or contract basis or as per the industry standard. Set-up, Installation and/or other services should be offered and should be included within your proposal response, if available. Training on site and/or on line may be proposed. Members may require certification that a background check has been completed for personnel that will be working on campus.

Additional discounts for large purchases may also be proposed. In your response, please provide your definition of a large order to qualify for any additional discount. Also, please indicate the large order additional discount percentage or lower net prices. Suppliers that propose competitive discounting for Capital Construction projects shall indicate discounting for products, supplies, installation, training, and warranty services.

Member orders may be placed by many different individuals or departments on campus, such as the Procurement, Facilities, Facilities Construction Planning, Athletics departments, etc., or an individual representing the Member location may call for products and/or services. Orders may also be placed by a Purchase Order that may be sent to you in a variety of methods, electronically (on-line), via e-commerce (SciQuest, ESM, Ariba, SAP, etc.) or in person. The award winning Supplier should be able to take all types of product or service orders. Supplier is responsible to prepare an invoice for any order generated by an E&I Member. All orders placed in-person or by any means must be reported to E&I as per Part 3, item 3.1 of this document.

General Requirements:

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

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

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Members have indicated the following:

- The annual purchases for maintenance per Member may range from a few hundred dollars to several million dollars. The spend data in member Construction is significant on Capital Projects.
- The services and solutions for a Building Automation agreement, HVAC, HVAC-R are needed on a timely, dependable basis to meet the needs of the Members for Maintenance and Construction.
- It is important that Members have access to qualified Suppliers for the necessary equipment and services.
- It is important that Supplier representatives perform service and installation on a timely basis.

2.2 Term

The Agreement term will be for five (5) years with the option of two (2) five (5) year renewals. Prior to the end of the initial five (5) year term, and prior to any renewal 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. If a formal written notification is sent, the Supplier(s) must then return formal written acknowledgement of the renewal option within 30 days of the notification.

2.3 Supplemental, Member Specific or Rental Agreements

Each Member utilizing the resulting Agreement may be required to complete a supplemental, member specific (MSA) agreement document prior to utilizing the resulting Agreement with the Supplier. The MSA may contain a more detailed Statement of Work that describes the equipment and/or services to be purchased with sufficient detail to be sure that the Member is receiving the equipment and/or service.

No products or services have been excluded from this RFP. All products, services, 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, as applicable, that may be requested by the Member to be provided by Suppliers 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 as per this Agreement and the MSA.

- Provide a quote based upon this Agreement pricing or better (preference for electronic quotes) and estimate the lead time for completion of any services.
- Acceptance of orders by any method that is customary and acceptable.
- Ability to change the order as requested by Members.
- Provide installation/maintenance services as required in compliance with all federal, state, and local codes.
- Compliance with Member policy, procedures, and work rules.
- At the time of quotation, indicate any product concerns, additional installation costs and possible delivery delays.
- Responsive to repairs.
- Provide storage and/or alternative solutions to accommodate changes and delays, if any.
- Responsive to billing, invoice, and credit issues within 10 days of notification.

2.5 Delivery

Timely delivery for maintenance 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. The delivery in regards to Construction Projects shall be as per construction schedule to assure no delays in project.

2.6 Emergency Response

Supplier should outline their Emergency Response Procedure in case of a natural disaster or emergency situation. Members may need equipment or repair during or just after any emergency situation and it is important to provide a detailed outline of the process in your response to this RFP. All emergency purchases, and/or services shall be reported as regular sales to E&I as per the reporting requirement as indicated in Part 3, Section 3.1.

2.7 Warranty

If applicable, Supplier shall describe all standard and enhanced warranties for products being proposed for sale. Supplier shall indicate their ability to track the warranties for Members.

Part 2: SCOPE OF SERVICES

2.8 Quality Assurance

Provide a detailed Quality Assurance Plan that identifies the methods by which the Supplier shall assure quoting, 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. Indicate hours of services projected to complete the project.
- Customer Service (detail how Services will be conveyed)
- Technical Support (Experience, qualifications, specifications, management, supervisory services, inspections, and follow up.
- How responses to request for quotes (pricing requests) for Services are accomplished
- How contracts/orders are placed (included methods accepted ó i.e. 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.
- Assure any necessary permits, as required, are discussed with the Member prior to delivery of Equipment or tool.

2.9 Supplier Questionnaire

Suppliers should fully complete the Supplier Questionnaire attached to this RFP, separate attachment (Excel ó Attachment C). 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
- Sustainability Collaboration
- Diversity Collaboration

2.10 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
 - Planning & Design - (e.g. Planner) includes initial planning and design, redesign, drawings, listings of equipment, proposed contract pricing with qualified personnel with necessary certifications. Includes other related services.
 - Installation-(e.g. Technician, Supervisor, etc.) includes receipt of delivered products, unpacking, uncrating, set up and initial startup and full compliance of manufacturer's recommended installation with authorized, certified personnel. Includes other related services.
 - Testing/Calibrating services to assure operability and compliance to the manufacturer's specification. Service to be provided by authorized and certified personnel. The services provide for acceptance of installation/repair/renovation work. This will include the providing of the necessary tools and equipment by the service provider. Includes other related services.
 - Training on the service/operation of the equipment. Software training classes for automated systems. Training is desired to be quoted on site for the use /repair/or maintenance of equipment. Training for software usage can be quoted off site. Qualified personnel shall provide the training with sufficient documentation provided to the trainees. Includes other related services.

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- Moves, Additions and Changes - services to be provided by authorized/certified personnel. Includes other related services
- Maintenance and Support- Preventative Maintenance after Warranty to include travel expenses. Provide types of maintenance and support that is being proposed for years 3, 4, 5, etc. Telephone response to be within one hour of the initial call. On-site response is desired to be within eight hours. Propose the best response time available.
- De-installation and Disposal/Recycling - includes travel and labor by authorized personnel (must comply with local disposal/recycling requirements). All materials must be disposed of properly and the use of the institution's on-site dumpster is not allowed.
- 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
- Creative pricing (signing bonuses, member rebates, incentive growth programs, etc.)
- Incentives for early invoice payment
- Support of Construction Projects in addition to general maintenance and renovations through this solicitation and subsequent award with institutions directly and through General Contractors

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 should include all of the information in the E&I Vendor Report File. 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 as per the scheduled due date of the report.

All sales, regardless of method, shall be included in the Report of Sales. Any and all rebates shall have no effect on the reporting of Member sales activity and payment of the Contract Administrative Fee described below. All member 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 Contract Administrative Fee 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. Supplier must also notify E&I of change in personnel responsible for submitting the report for the term of the agreement.

3.2 Contract Administrative and Marketing Fee

Supplier will provide to E&I a Contract Administrative Fee (CAF) of 2.00% of total invoice price for all orders placed by E&I members (excluding taxes, returns, and credits). 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 Supplier, special quotes pricing, all services including value added services and/or use of Supplier Diversity programs. The CAF must be included in the price for all products and services provided in the resulting Agreement. CAF shall not be added as a line item to any invoice. Cash discounts are not to be netted against sales in calculating the CAF.

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. The CAF payment to E&I must match the monthly Report of Sales calculation exactly each month.

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 terminates or expires.

In the event a holdover clause is invoked as described in Section B37 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 should 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 as proposed herein
- 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 as their Go-to Market offering for Education
- 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 specific marketing materials as necessary
- Guiding and assisting the member in the purchasing, receipt and use of the 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 in the Education business sector.
- A dedicated Education Agreement Administrator able to act with full authority. The Education Agreement Administrator should meet with appropriate E&I representatives no less than on a quarterly basis to discuss the Business Development Plan that measures marketing strategies and initiatives, performance, Report of Sales, CAF and other Agreement related issues.
- The Education Agreement Administrator or designee(s) should 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.
- An organizational chart and 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 and its priority as their Go-to-Market Contract in Education 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 reasonably requested by the individual member or by E&I to market and promote the contract as their best offering for Education.
- The 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 roll-out and implementation training and follow-up training sessions as required, to include periodic training webinars, conference calls and on-site training as appropriate to educate E&I employees of Supplier's contract 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.
- E&I highly recommends and encourages participation, annually and throughout the term of the Agreement, as an exhibitor and business affiliate member at the annual APPA and Product Exhibition. For additional information on the conference and business affiliate program, please visit the APPA website at www.appa.org.
- E&I highly recommends and encourages participation annually and throughout the term of the Agreement as an exhibitor and business affiliate program at APPA regional 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 NAEP regional meetings, member regional meetings, member on-campus supplier fairs and member presentations.
- E&I highly recommends and encourages participation, annually and throughout the term of the Agreement, at applicable product exhibitions and conferences such as SCUP, ACUHO-I and NACUBO.

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 a Business Development Plan and 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, promote utilization of contract and increase business volume/sales.
- 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 implement a roll-out and marketing plan which will notify all members and make specific contract information available online.
- E&I's field team of Member Relations Executives (MRE) 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 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 quality points system requirements for a contract award. 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
 - o Pricing and Terms that provide for increased discounts and lower overall cost
2. Adherence to Terms & Conditions/RFP Specifications
 - o RFP closely aligns with Members' institutional policies, federal, state, and local legal and regulatory requirements and policies
3. Supplier's Capabilities
 - o Order Placement/Delivery/Installation
 - o Service, Support, Product Warranty and Maintenance
 - o Administration, i.e. Reporting Capabilities
 - o Environmentally sustainable products and solutions
 - o On-Line Capabilities, including electronic ordering, E-commerce, procurement cards, billing and access to Supplier's electronic catalogs
 - o 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
 - o Financial Stability,
 - o References
 - o 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:

Activity	Due Date
Request for Proposal issued	September 18, 2017
Pre-Proposal Conference call: Monday October 02, 2017 at 11:00 AM ET RSVP to bsolak@eandi.org by September 29, 2017 to receive the conference call dial-In Information	October 02, 2017
Deadline for submission of RFP-related written questions	October 06, 2017
E&I Response to RFP-related questions	October 12, 2017
1 PM ET Deadline for Receipt of Proposals (öReceiptö)	November 02, 2017
Evaluation of Proposals begins	November 03, 2017
Negotiations Begin on or about	January 02, 2018
Best and Final Offers on or about	January 29, 2018
Anticipated Award(s)/Letter of Intent (LOI) on or about	March 01, 2018
Acceptance and Execution of Agreement on or about	April 01, 2018
Implementation on or about	May 01, 2018

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 683324 - Proposal Response"
 - two originals (duly marked), each in a three ring binder, and signed by a representative authorized to sign the proposal on behalf of Supplier
 - one electronic copy of the proposal response in Microsoft Word format and a copy of the questionnaire response in Excel format on a USB flash drive
- Second envelope shall contain pricing ONLY (Attachment A and the Price proposal file), marked "RFP 683324 - Pricing"
 - two originals (duly marked), each signed by a representative authorized to sign the proposal on behalf of Supplier
 - one electronic copy of Attachment A in Microsoft Word format and the pricing proposal response in Excel format 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 may result in rejection of your entire proposal.

- B. Proposals must be received by the Receipt of Proposals date specified in Section 4.3, Tentative 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. Proposals that are not delivered before the due date and time may be returned at the Suppliers expense.
- D. The Request for Proposal (RFP) number needs to 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. Other than integrating your proposal response, DO NOT ALTER THIS RFP document IN ANY WAY. The only acceptable 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.

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 should complete all sections of Attachment C as described in Section 2.9.

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 5.1.

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.

Tab 7 Attachments D, E, and G

Completed State of Texas HUB Form, State of Connecticut Compliance Language, and the EDGAR Law Certification.

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 via teleconference. Supplier participation in the conference is optional, but is strongly encouraged. Suppliers wishing to participate should RSVP as per the Tentative 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 Tentative 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, Tab 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 one award and/or multiple awards by section or region, 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 1.5, 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 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.

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

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:

E-Mail:

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

Tel: Fax:

For E&I Office Use Only	
Date member List sent to Supplier Contact:	_____
Sent by:	_____

ATTACHMENT A – 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 may be provided as a discount off of a specific list price, net or tiered pricing or another format generally accepted in the market. Discounts can vary based on the product line but should be as complete and comprehensive as possible. Pricing and or the discount program should be easy to understand by the end users of the resulting contract. It is understood that discounts may vary by product line or even within a product line. Suppliers electing to propose pricing on additional products or services must submit additional items in their proposal response and marked as "Additional Items". E&I retains the right to accept or reject additional items in part or in whole.

The percentage discounts, net or tiered pricing for the proposed products and services shall be applicable to all orders made under a resulting Agreement with Supplier. Discount percentages shall remain firm for the life of the Agreement, including renewal period, unless improved for the benefit of the membership. List, net or tiered price increases are allowed once per year, on the anniversary of the resulting Agreement, with a minimum 90-day advance written notice by Supplier and require approval from E&I prior to implementation. List or net price decreases are allowed at any time during the term of the Agreement. Supplier shall provide E&I written notice immediately of all price reductions. Supplier is authorized to offer members enhanced pricing and/or member-specific agreements on a case-by-case basis. Both shall be considered part of the resulting Agreement from this RFP.

The Supplier is required to make available any special product offerings/promotions of the manufacturer.

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 to E&I improvements to the contract administrative fee requirements, signing bonuses, 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 offer," 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:	
AUTHORIZED SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
PHONE:	
EMAIL ADDRESS:	

ATTACHMENT A1 – Price Sheet Template

ATTACHMENT A1 – Price Sheet Template

Supplier to provide all pricing 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. Terms and Conditions are to be reviewed by competent legal personnel and any exceptions noted. Exceptions are to be “Red-lined” within the section where a change is suggested (i.e. for single words to full sentences) or, if a section change is suggested, just below the term. 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.

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 be net 30 or as per State Statute. 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

Order Accuracy rate shall be maintained at 99% or greater. Order Accuracy rate is defined as ÷the number of items delivered as ordered divided by the total number of items ordered.÷

Order Fill rate should be maintained at 95% or greater. Order Fill rate is defined as ÷the number of items on an order filled completely as ordered divided by to 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 known 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) and new construction sites. 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 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

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

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

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

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 may offer an optional extended warranty, as applicable, on all products and 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 pricing or 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 Reporting

At a minimum, the following reports should 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

Supplier may offer discounted products to membersøstudents, 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

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) days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the fourteenth (14th) day. A notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.

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

Questionnaire worksheets 1, 2, 3, 4, and 6 MUST be completed to be considered for evaluation. To save paper and unreadable information in a printed format, include only one page of the completed Questionnaire in Tab 7 of the proposal response to prove that it was completed and include the fully completed version in Microsoft Excel electronic format on the CD or Flash drive with your proposal submission.

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 D 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)

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

Nondiscrimination Certification Forms

Suppliers must select and complete the appropriate nondiscrimination certification form from the State of Connecticut Office of Policy and Management website.

(http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

Definitions

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

Explanation of Forms:

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

This form must be completed with Supplier's Proposal:

Yes No Supplier agrees to accurately complete and submit the appropriate aforementioned documentation 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 683324 for Building Automation Systems,
HVAC, HVAC-R, Equipment, Supplies and Services**

This notice should be submitted no later than the close of business on Friday September 29, 2017 in order to participate in the Pre-proposal conference call on October 02, 2017.

Or

If you wish to submit a proposal response and the pre-proposal call has past, this form should be submitted at least one week prior to the due date of this RFP and must be sent by email to:

Bob Solak
Contract Manager, Facilities
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, New York, 11753-1671
E-Mail: bsolak@eandi.org

I, _____, authorized representative of _____ hereby notifies E&I Cooperative Services, Inc. of the intent to submit a proposal in response to RFP 683324 for Building Automation Systems, HVAC, HVAC-R, Other Products and 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:	

ATTACHMENT G – EDGAR Law Certifications

The following certifications and provisions are required and apply when Members expend federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between E&I/Member and (“Supplier”) in all situations where Supplier has been paid or will be paid with federal funds:**

Overview:

Article 7- Federal Terms and Conditions

This Contract will include the following provisions per the Code of Federal Regulations, Title II, Part 200, Appendix II, which are hereby incorporated into and form part of the terms and conditions of the Contract:

7.01 Equal Employment Opportunity Act (Executive Order 11246 as amended by E.O. 11375 and supplemented by regulations at 41 CFR Part 60).

Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

7.02 Davis-Bacon Act (40 U.S.C. 3141-3148).

For prime construction projects in excess of \$2,000 under which Vendors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and will be required to pay wages not less than once a week. A copy of the current prevailing wage determination can be found at <http://www.wdol.gov>. This includes the Copeland “Anti-Kickback Act (40 U.S.C. 3145) providing that each Vendor will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

7.03 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Under Contracts awarded in excess of \$100,000, Vendors are required to base pay on a 40 hour work week and to pay 1.5 times the base pay rate for hours worked in excess of forty. Nor construction laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.

7.04 Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401.

7.05 Clean Air Act (42 U.S.C. 7401-7674q.) and the Federal Water Pollution Act (33 U.S.C. 1251-1387).

Violations are to be reported to the regional office of the Environmental Protection Agency (EPA).

7.06 Debarment and Suspension (Executive Orders 12549 and 12689).

A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) list of parties excluded from federal procurement or non-procurement programs.

7.07 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Vendors that compete for an award exceeding \$100,000 must file certification that it will not use federal funds to pay any person or organization for influencing an officer or employee of any agency, a member, officer or employee of Congress in connection with obtaining any federal contract, grant, or other award.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

ATTACHMENT G – EDGAR Law Certifications

Pursuant to Federal Rule (B) above, when Member expends federal funds, Member reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Supplier in the event Supplier fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Member also reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if Member believes, in its sole discretion that it is in the best interest of Member to do so. Supplier will be compensated for work performed and accepted and products accepted by Member as of the termination date if the contract is terminated for convenience of Member. Any award under this procurement process is not exclusive and Member reserves the right to purchase products and services from other suppliers when it is in Member’s best interest.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Supplier agree to abide by the above? YES _____ Initials of Authorized Representative of Supplier

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ATTACHMENT G – EDGAR Law Certifications

Pursuant to Federal Rule (E) above, when Member expends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Member resulting from this procurement process.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Member, Supplier certifies that during the term and after the awarded term of an award for all contracts by Member resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

ATTACHMENT G – EDGAR Law Certifications

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Member for any contract resulting from this procurement process, Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Supplier further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Member expends federal funds for any contract resulting from this procurement process, Supplier certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of E&I and its Members not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Supplier agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Supplier further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

E&I and its Members have a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Supplier certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

ATTACHMENT G – EDGAR Law Certifications

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Supplier agrees that the Member's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

SUPPLIER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUPPLIER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Supplier's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____