

COVER LETTER AND SUPPLIER RESPONSE INSTRUCTIONS

| 1.0 General Information | |
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| 1.1 About E&I | <p>Educational & Institutional Cooperative Services, Inc. (E&I) is the sole cooperative service focused on serving the education sector. E&I is a member owned New York non-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.</p> <p>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.</p> <p>E&I is owned and jointly run by its over 6,000 higher education and K12 members, who share in the Cooperative’s profits. Members have immediate access to more than 150 contracts, resulting in significant cost savings and supply chain efficiencies since they do not have to conduct their own RFPs.</p> <p>By leveraging the knowledge and purchasing power of our nationwide membership, E&I delivers an extensive contract portfolio featuring industry-leading suppliers and innovative sourcing solutions that align with its members' sourcing strategies.</p> <p>Our mission is to assist our members in creating supply-chain efficiencies, lowering costs, and reducing risks by collaborating with our members, suppliers, and strategic partners. We deliver exceptional value to higher education, K-12, and related communities by making it easy for them to access high-quality contracts, strategic sourcing expertise, insights, and unrivaled customer service.</p> |
| 1.2 Purpose and Intent of the Request for Proposal (RFP) | <p>The purpose of this RFP is to establish a cost-effective Master Agreement (“Agreement”) which complies with our Member procurement requirements and will provide E&I Members a procurement vehicle to acquire the products and/or services outlined within this RFP. Once a contract is established between the awarded supplier and E&I, all E&I Members will be eligible to participate in the resulting agreement.</p> |

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| | <p>Products and/or services considered for award shall equal or exceed the quality level of industry standards as defined within this RFP and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.</p> <p>The awarded supplier (s) is/are expected to be the manufacturer or a fully authorized dealer/distributor for any of the manufacturers it proposes. The awarded supplier and its distributors must be able to provide service and timely deliveries to all Members and campuses. Direct involvement by the awarded supplier may be necessary to assist Members in understanding the different types of products/services available and in selecting the best solution to fit their needs.</p> |
| 1.3 Market Opportunity | <p>By satisfying the above Member needs, the Cooperative anticipates significant Member purchases to be recorded against the resulting Agreement(s). The Cooperative currently has nearly 6,000 Members, comprised of roughly 50% public and 50% private schools. K-12 school districts, academic healthcare and research institutions are eligible for membership in E&I. The Cooperative's expectations are a substantial opportunity for growth (in terms of Member purchases) with competitively awarded Agreement(s) in these markets. There is also interest in utilizing the potential contract by the Participating Oregon Community Colleges (POCC).</p> |
| 1.4 Member Participation | <p>Once the awarded Respondent has been established and the Agreement finalized, individual E&I Members (in some situations Member departments) will review the awarded Respondent's program and determine their individual participation. See Section B43 of E&I's Master Agreement Template General Terms and Conditions for specific details on how members participate in awarded Respondent's program. The awarded Respondent's program includes the Agreement along with additional supporting materials (if any) developed by the awarded Respondent.</p> <p>Upon award of a Master Agreement from this RFP, the Respondent shall be provided an electronic file listing of E&I Members. Updated versions will be sent as needed. E&I will post the awarded Respondent's program on the E&I internal web site which is password protected and only available to E&I Members.</p> |

| 2.0 RFP Guidelines | |
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| 2.1 General Instructions | All proposals are subject to the conditions specified herein. E&I, in its sole discretion, may reject a proposal as non-responsive if supplier fails to follow these instructions and requirements. |
| 2.2 Confidentiality & Non-Disclosure | <p>E&I's provision of this RFP and the supplier's participation in the RFP process is contingent upon the agreement and compliance with the following confidentiality and non-disclosure provisions. If the supplier does not agree to comply with these provisions, then the supplier must promptly inform E&I of their unwillingness to adhere to these provisions.</p> <p>This RFP, including its form, structure, look and feel, construction, architecture and content are considered confidential and proprietary in nature. The supplier must agree to prevent disclosure of and to treat E&I Confidential Information with the same standard of care with which the supplier would treat their own confidential information, but in no event with less than a reasonable standard of care. The supplier must agree not to provide any other party with a copy of this RFP without E&I's prior written permission. The supplier may use and copy this RFP only for internal business use in preparing the proposal and not for any other purpose. The supplier must understand and agree that they are receiving no ownership, title, right to use, license or any other interest in E&I Confidential Information.</p> |
| 2.3 Conflict of Interest | No employee or agent of either party who participates in or has the opportunity to influence the purchase or sales decisions in connection with this or other arrangements for the sale of goods and/or services by Supplier, shall at any time, give or receive any commission, fee, rebate, gift or entertainment of significant cost or value. |
| 2.4 Costs Associated with this RFP | All suppliers in this process agree to bear their own costs and expenses in responding to this RFP. Nothing herein shall create an obligation on the part of E&I to do business with any supplier in this RFP process. |
| 2.5 Proposal Submission | <ul style="list-style-type: none"> i. Proposal responses must be submitted via E&I's Electronic Sourcing Solution via the link below and clicking on the "Respond Now" button. ii. https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=EandICooperative iii. Hard copy submissions or submissions through any other medium other than through E&I's Electronic Sourcing Solution are not permitted. iv. Proposal responses shall be submitted exactly as outlined, and the required information shall be provided in the section under which it is requested. Respondents may not combine or reorganize headings and/or requests for |

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| | <p>information or indicate the information will be included in another section. Proposal responses shall not refer E&I to any location outside the requested sections noted within the required format below (i.e. links to external website).</p> <ol style="list-style-type: none"> 1. <u>Prerequisites</u> – Review the following prerequisites and certify acknowledgment where indicated. <ol style="list-style-type: none"> a. RFP Provisions and Specifications b. Execution of Offer and Certifications 2. <u>Supplier Attachments</u> – Upload additional files relevant to proposal response. NOTE: Information submitted that is not requested by E&I may be considered to be supplemental and not subject to evaluation. 3. <u>Questions</u> – Review and respond to each question section. <ol style="list-style-type: none"> a. Contract Alignment & Connection b. Supplier Diversity c. Supplier Capability d. Economic Value & Financial Overview e. RFP Exceptions f. E&I Risk Profile g. Scope Questions 4. <u>Q&A Board</u> – Ask sourcing event-related questions, receive responses, read other public questions and answers, and respond to buyer-submitted questions. See additional information in section 2.7. <ol style="list-style-type: none"> v. Each Respondent is solely responsible for the timely delivery of its proposal by the RFP Close Date/Time Deadline. Failure to meet the proposed date and time shall be grounds for rejection. vi. DO NOT ALTER THE RFP document IN ANY WAY. The only acceptable changes or alterations to the RFP will be made in the form of addenda issued only by E&I. vii. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired. E&I will not pay for any information requested nor is it liable for costs incurred by the Respondent in responding to this RFP. |
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| | <ul style="list-style-type: none"> viii. All submitted proposals constitute an offer by each respective Respondent and shall remain irrevocable for a period of 180 days following the Submission Deadline. ix. If Respondent's proposal deviates from these instructions, such proposal may, at E&I's sole discretion, be rejected. |
| 2.6 Upload Instructions and Recommendations | <ul style="list-style-type: none"> i. Submissions are to be uploaded prior to the Close Date/Time Deadline as indicated in Section 2.2 Tentative Schedule of Key Events in the Scope Document. It is strongly recommended to allow sufficient time and at least ONE (1) hour before the Close Time to begin the uploading process and to finalize submission. ii. Each item of Requested Information is instantly sealed (no one from E&I can review) and will only be visible after the Close Date/Time. Submissions may be edited as needed up until the Close Date/Time. iii. Responders may elect to utilize the import/export feature to export questions into Excel in order to work on responses offline and import into the system upon completion. iv. Keep in mind that when answering questions in the provided text box within the system (if applicable) there is a limit to the number of characters you can use in your response. The dynamic character limit counter at the bottom of each text box will display the remaining characters available. v. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. The maximum upload file size is 50 MB. If your file is greater than 50 MB, you can either break it up into multiple files as there is no limit to the number of files less than 50 MB. Alternatively, you could also provide a link to an online file share location (i.e. Dropbox, Box, Google Drive, Microsoft OneDrive/SharePoint etc.). vi. Do not embed any documents within your uploaded files, as they will not be accessible or evaluated. vii. Information submitted that is not requested by E&I may be considered as supplemental and not subject to evaluation. viii. Any questions relating to log-in issues or technical issues, including attachments, can be submitted to our third-party software host, Jaggaer via a Support Form: ix. https://go.jaggaer.com/SupplierSupportRequest.html or via (800) 233-1121, option 2 then option 2. |

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| <p>2.7 Respondent Questions</p> | <p>All sourcing event-related communications between Respondents and E&I is managed and tracked in <u>E&I's Electronic Sourcing Solution</u> through the RFP Event's Q&A Board.</p> <ul style="list-style-type: none"> i. Use the Question & Answer (Q&A) Board within the RFP event of <u>E&I's Electronic Sourcing Solution</u> to ask any questions. Refer to the Tentative Schedule of Events for the last day to submit questions. At all times it shall remain the responsibility of the Respondent participating in the RFP to check the RFP event for any addenda, notices or award decisions and the Q&A Board for updates. No further notice will be given. ii. Respondents are expected to raise any questions or concerns they have regarding the RFP. If Respondent discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, Respondent should immediately notify the Sole Point of Contact of the deficiency and request modification or clarification of the RFP document using the Q&A Board. iii. 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 Respondents. Do not provide any proprietary information in a question or in a response to an answer to a question. iv. Only those communications that are in writing from E&I shall be considered as a duly authorized expression on behalf of E&I. Respondents may not consider any verbal instructions as an official expression on E&I's behalf. QUESTIONS DIRECTED TO, OR ANY PROPOSALS RECEIVED FROM ANY OTHER PERSON, AGENT, OR REPRESENTATIVE OF E&I WILL NOT BE CONSIDERED VALID OR BINDING. Also, E&I will recognize only communications from Respondents that are either signed and in writing or submitted directly within E&I's Electronic Sourcing System as duly authorized expressions on behalf of the Respondent. |
| <p>2.8 Rights Reserved by E&I and Restrictions on RFP Process</p> | <ul style="list-style-type: none"> i. E&I reserves the right to issue Addenda to the RFP at any time prior to the Close Date/Time. ii. E&I reserves the right to cancel this RFP or reject any or all proposals or any part thereof at any time. iii. E&I reserves the right to make an award and/or multiple awards by section, in whole, or to make no award as determined to best meet the needs of the membership. iv. E&I reserves the right to make an additional award to the highest ranked diverse supplier. v. E&I recommends that a Respondent's initial proposal reflect its most favorable terms. E&I reserves the right to negotiate with any Respondent(s) and to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal. |

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| | <ul style="list-style-type: none"> vi. If this RFP is regional in scope, E&I, upon mutual agreement of the Respondent, may expand the Agreement to additional regions or nationally. vii. 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. viii. E&I reserves the right to select the most responsible Respondent(s) without further discussion, negotiation, or prior notice. ix. E&I may presume that any proposal is a final proposal revision (otherwise known as a “Best-and-Final Offer”). x. 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 Respondents. xi. E&I is the sole owner of all data and information contained within the RFP document and accompanying attachments. Respondent shall use this information exclusively to prepare a proposal. Respondent should not disclose this information to any other firm or use it for any other purpose unless required by law or legal process. xii. Respondent proposals will be opened and reviewed at the convenience of E&I. xiii. All proposals and related information submitted become the property of E&I; they will not be returned and may be subject to disclosure under the Freedom of Information Act, Open Records laws or other laws existing in E&I Members’ states. As such, proposal(s) may be released to third parties, without prior notice to Respondent(s), as required to comply with legal requirements. xiv. Respondents must clearly indicate which portions of their response are “Confidential” – considered to contain confidential or proprietary information. |
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3.0 Notification to Supplier

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| 3.1 Term | <p>The Agreement term will be for five (5) years with the option of one five (5)-year renewal. Exercise of any renewal will require formal written notification and mutual agreement between E&I and Respondent at least one (1) year prior to Agreement expiration.</p> <p>If this RFP results in an Agreement, a hold-over clause may be invoked by the E&I member on a month by month or year by year basis as per the agreement between the member and Respondent utilizing the same terms and conditions as listed in Agreement between the awarded Respondent and E&I.</p> |
| 3.2 Invoicing and Payment Methods | <p>Invoices for products or services provided under any contract resulting from this solicitation shall be submitted directly to the individual E&I Member Institutions as directed by those Member Institutions. Payments will be authorized directly by the individual E&I Member Institutions.</p> <p>As a result of this RFP process, it is our expectation that an Agreement will be established between E&I and one or more of the Respondents. The Agreement will incorporate the relevant terms and conditions of this RFP and Respondent's proposal.</p> |
| 3.3 Protest Procedures | <p>Any actual or prospective Respondent ("Protesting Party") who is aggrieved in connection with a solicitation or selection for award may file a written protest up to seven (7) calendar days after issuance of a Non-Award Letter in accordance with the procedures described herein and pursuant to the Protest Rules in the Execution of Offer.</p> <p>✓ Filing of Protest</p> <ol style="list-style-type: none"> The Protesting Party shall send its written protest to: <div style="margin-left: 40px;"> Interim, Senior Vice President, Sourcing E&I Cooperative Services, Inc Attention: Solicitation Protest 2 Jericho Plaza, Suite 309 Jericho, NY 11753 </div> |

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| | <p>In addition to sending the written protest to the address listed below, the Protesting Party shall also send an electronic copy to supplierrelations@eandi.org.</p> <ol style="list-style-type: none"> 2. The written protest shall contain the following: <ol style="list-style-type: none"> a. Name, address, telephone number, fax number, and email address of the Protesting Party. b. The signature of the Protesting Party or their representative. <ol style="list-style-type: none"> i. The signature of an attorney or Protesting Party on a protest or other document constitutes a certificate by the signer that the signer has read such document, that to the best of the signer's knowledge, information, and belief formed after reasonable inquiry, and that it is not interposed for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay, or needless increase in the cost of the procurement. If a protest or other document is signed in violation of this subsection before or after appeal to the Chief Operating Officer & Treasurer, the Protesting Party shall be liable to pay E&I the amount of the reasonable expenses incurred because of the filing of the protest, including E&I's reasonable attorneys' fees. c. Identification of the solicitation and award that is being protested. d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents. e. The form of relief requested. 3. E&I shall be entitled to payment of its reasonable expenses incurred because of the filing of the protest, including E&I's reasonable attorneys' fees, in the event of a decision by the Chief Operating Officer & Treasurer that: <ol style="list-style-type: none"> a. A protest or other document was signed, before or after appeal to the Chief Operating Officer & Treasurer, in violation of subsection 2.b.(i) above; b. The protest has been brought or pursued in bad faith; or c. The protest does not state on its face a valid basis for protest. 4. The Protesting Party shall post a bond in an amount of \$10,000 at the time of filing the written protest payable to E&I Cooperative Services, Inc. Such protest bond shall be in form and substance acceptable to E&I and shall be immediately payable to E&I to secure payment under section 3 above. E&I does not waive any right to seek payment of additional amounts if the bond is not adequate to reimburse E&I the full amount of its reasonable expenses caused by the protest. 5. E&I shall hold such protest bond for at least fourteen (14) calendar days after the date of the final determination by E&I. If the Protesting Party appeals the determination in accordance with the procedures herein, E&I shall hold such |
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| | <p>protest bond until instructed by the Chief Operating Officer & Treasurer to either keep the bond or return it to the Protesting Party.</p> <p>6. The Interim, Senior Vice President, Sourcing shall have the authority to resolve the protest. If deemed necessary, the Interim, Senior Vice President, Sourcing may request a meeting with the Protesting Party to seek clarification of the protest issues.</p> <p>7. The Interim, Senior Vice President, Sourcing shall promptly issue a decision in writing within seven (7) calendar days of receipt of the written protest. E&I will mail a copy of the decision or otherwise furnish a copy to the Protesting Party which will include the reasons for the action taken.</p> <p>✓ Waiver of Protest</p> <p>Any of following actions shall constitute a Protesting Party's waiver of protest proceedings and litigation.</p> <ul style="list-style-type: none"> • If the Protesting Party does not adhere to the Protest procedures as outlined herein to include filing a written protest within seven (7) calendar days after issuance of a Non-Award Letter in conjunction with an E&I competitive solicitation, or in the case of an appeal within five (5) calendar days of the protest decision. • If the subject matter of the Protest was known or should have been known to the Protesting Party before the Deadline for Submission of RFP-Related Written Questions and the Protesting Party did not raise the issue in a written comment. • If the Protesting Party fails to post a bond at the time of filing the written protest payable to E&I Cooperative Services, Inc. in an amount equal to \$10,000. The bond shall be conditioned upon the payment of all costs which may be adjudged against the Protesting Party filing the protest action. <p>✓ Appeals</p> <p>1. The Protesting Party may file an appeal of the decision made by the Interim, Senior Vice President, Sourcing with the Chief Operating Officer & Treasurer, within five (5) calendar days of the written protest decision.</p> <p>2. The Protesting Party shall send Appeals to:</p> <p>Chief Operating Officer & Treasurer E&I Cooperative Services, Inc Attention: Protest Appeals 2 Jericho Plaza, Suite 309 Jericho, NY 11753</p> |
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| | <p>In addition to sending the written appeal to the address listed below, the Protesting Party shall also send an electronic copy to supplierrelations@eandi.org.</p> <ol style="list-style-type: none">3. The decision by the Chief Operating Officer & Treasurer is final and shall be given in writing and submitted to the Protesting Party within five (5) calendar days of receipt of the written appeal.4. No further appeal of E&I decision on the protest is authorized, and Respondent expressly waives any right to invoke any other authority or dispute resolution mechanism concerning matters addressed by these Protest Procedures. |
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