

**1. Description of Cooperative**

Educational & Institutional Cooperative Services, Inc. (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. 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.

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.

**2. Purpose and Intent of the Request for Proposal (RFP)**

The purpose of this RFP is to establish a cost-effective Master Agreement (“Agreement”) for Specialty and Replacement Batteries, Accessories, Other Supplies and Services 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. All E&I Members will be eligible to participate in the resulting agreement(s).

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.

The awarded Respondent(s) is/are expected to be the manufacturer or a fully authorized dealer/distributor for any of the manufacturers it proposes. The Respondent and its distributors must be able to provide service and timely deliveries to all Members and campuses. Direct involvement by the awarded Respondent 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.

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

**3. Market Opportunity**

By satisfying the above Member needs, the Cooperative anticipates significant Member purchases to be recorded against the resulting Agreement(s). The Cooperative currently has more than 5,000 Members, comprised of roughly 50% public and 50% private. 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).

**4. Member Participation**

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 43 of Attachment B of E&I’s *Master Agreement Template (Prerequisite #5)* 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.

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.

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**5. Term**

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.

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.

**6. Sole Point of Contact**

**Bob Solak**

Contract Manager, Facilities  
Educational and Institutional Cooperative Services, Inc.  
2 Jericho Plaza, Suite 309  
Jericho, New York, 11753-1671  
Voice: 631-630-8283  
E-Mail: [bsolak@eandi.org](mailto:bsolak@eandi.org)

Please use the Question & Answer (Q&A) Board within the RFP event of [E&I's Electronic Sourcing Solution](#) to ask any questions. See 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 Question and Answer Board for updates. No further notice will be given.

- 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.
- 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. Questions and responses that contain proprietary information will be answered confidentially.

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.

**Respondents to this RFP or persons acting on their behalf shall not contact any E&I employee, officer, or agent; any E&I Board of Directors; or any E&I Member concerning any aspect of this RFP, except in writing to the Sole Point of Contact or the Vice President, Strategic Sourcing & Contract Management, from the date of release of this RFP through the official award date.** Violation of this provision may be grounds for rejecting a proposal response.

**7. Tentative Schedule of Events**

This is the tentative schedule of events Respondents must follow in submitting their proposals.

<b>Activity</b>	<b>Due Date</b>
Request for Proposal issued (“Open Date”)	11/19/2019
Pre-Proposal Conference to be held via WebEx Conference  RSVP Required – Register using the link below <a href="https://eandi.webex.com/eandi/onstage/g.php?MTID=cae3015b72f52622a047e5b65af387c65">https://eandi.webex.com/eandi/onstage/g.php?MTID=cae3015b72f52622a047e5b65af387c65</a>	11/26/2019
Deadline for submission of RFP–related written questions (“Q&A Submission Close Date”)_	12/06/2019
E&I Response to RFP-related questions	12/13/2019
<b>1 PM ET Deadline for Receipt of Proposals (“Close Date”)</b>	<b>01/16/2020</b>
Evaluation, Clarifications	01/30/2020
Best and Final Offers on or about	02/06/2020
Negotiations Begin on or about	02/13/2020
Anticipated Award(s)/Letter of Intent (LOI)	02/20/2020
Acceptance and Execution of Agreement	03/01/2020
Implementation	04/01/2020

**8. Scope of Products and Services**

**8.1** The Respondent is expected to provide Specialty and Replacement Batteries, Accessories, Other Supplies and Services as required by members. All products offered under a resulting agreement shall be new, unused and currently available. Remanufactured or refurbished products are not acceptable, in lieu of new product, unless authorized by the member.

**8.2** Specialty and Replacement Batteries, Accessories, Other Supplies and Services

- **Specialty or Replacement Battery types – Including but not limited to:**  
Alkaline & Lithium, Button Cell, Coin Cell, Custom Batteries, Deep Cycle Marine, Gel, Industrial, Lead-Acid, Mercury, Nickel Cadmium (NiCad), Nickel-Metal Hydride (NiMH), Rechargeable, Sealed Lead Acid (SLA), Silver Oxide, Zinc Oxide, Specialty Batteries, etc.
- **Specialty or Replacement Battery Applications – Including but not limited to:**  
ATV’s, Barcode Scanners, Bathroom Automation, Boats, Cameras & Camcorders, Cars, Cell Phones, Circuit Boards/PC’s, Commercial Trucking – APU’s, Cordless Phones, Door Locks, Drones, e-Readers & Tablets, Emergency Lights, Fire Alarm Communicators, Flashlights, Golf Carts/Caddy, GPS, Keyless Entry, Laptops, Lawn Mowers & Tractors, Marine Batteries, Medical Batteries, Microphones, Mobility Devices, Notebooks, Outdoor Power Equipment, Photo Batteries, Power Tools (cordless), Printers, Scanners, Other, Scissor Lifts, Scooters, Segway’s, Stair Lifts, Sump Pumps, Survey Equipment, Thermostats, Trucks, Two Way Radios, UPS & Battery Backups, Utility Vehicles, Watches, Wheelchairs, Wireless Headsets, Wireless Routers, Wireless Speakers, etc.
- **Accessories – Including but not limited to:**  
Adapters, Harnesses, & Clamps, Battery Boxes, Battery Chargers, Battery Holders, Battery Isolators, Battery Mats, Battery Restorative Additives, Battery Testers, Battery Trays and Hold Downs, Booster, Cables, Cables/Accessories, Cleaning Chemicals, Cut Off Switches, Hydrometers, Jump Starters, Low Voltage Disconnects, Portable Power Banks, Power Inverters, Storm Preparation Kits, Terminals, Tools, USB Chargers, etc.
- **Other Supplies and Services:**  
Suppliers may include the other Supplies and Services that they provide. It is understood by E&I that most Suppliers do not only sell one category of products and/or services and it is not the intention of this RFP to limit the products and services provided by your company.

**8.3** Include detailed product specification, when applicable

- Maximum acceptable tolerances
- Size
- Weight
- Power Capacity
- Output
- Grade of Component
- Brand/Make, Model Comparisons

**8.4** Specification Checklist

Products being proposed should include any or all of the following information;

- Information on the Intended use/purpose of the Product or Service
- Detailed requirements for use of the product or service
- Performance Standards – provide a listing of what is needed for the product to perform up to the required standards for use.
- Traceability – if required
- Compliance (e.g., safety, environmental, industry standards)
- Any restrictions that a local agency might impose
- Delivery location restrictions, if any
- Installation – If available
- Guarantees/Warranty
- Training requirements and availability
- Any other options

**8.5 No Exclusions.**

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

**8.6 Contract Administrative and Marketing Fee.**

Supplier shall provide E&I a minimum 3.00% Contract Administrative and Marketing Fee (CAF) based on the net total invoice amounts on all orders invoiced pursuant to the resulting Agreement in each month during the term of the Agreement.

**9. Evaluation Process**

Any contract(s) resulting from this Request for Proposal will be awarded in writing to responsive and responsible Respondents 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).

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 Respondent(s) shall be given a script and/or instructions for the presentation in order to provide the evaluation team further insight regarding their proposal and to clarify any issues. Failure of a Respondent to conduct a presentation on the date

scheduled may result in rejection of the Respondent’s proposal. In addition, E&I may decide to make site visits, as needed, during the evaluation process which shall be coordinated with the respective Respondent(s).

**10. Evaluation Criteria**

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

**10.1 Pricing (35%)**

- Pricing and Terms that provide for increased discounts and lower overall cost

**10.2 Adherence to Terms & Conditions/RFP Specifications (20%)**

- RFP closely aligns with Members’ institutional policies, federal, state, and local legal and regulatory requirements and policies
  - Form Certifications (Prerequisite #4)
- Acknowledgment and acceptance of Terms and Conditions
  - RFP – Standard Provisions (Prerequisite #2)
  - Requirements & Execution of Offer (Prerequisite #3)
  - Agreement Templates (Prerequisites #'s 5 & 6)
- Response to Specifications

**10.3 Respondent’s Capabilities (20%)**

- Order Placement/Payment
- Delivery/Installation
- Service, Support, Product Warranty and Maintenance
- Administration, i.e. Reporting Capabilities
- On-Line/Technological Capabilities, including electronic ordering, E-commerce, procurement cards, billing and access to Respondent’s electronic catalogs
- Environmentally sustainable products and solutions
- Supplier Diversity, including Historically Underutilized Businesses (HUBs), Minority and Woman-Owned Business Enterprises (MWBES) and Small Business Enterprises as defined by the Small Business Administration (SBA)

**10.4 Breadth and Quality of Products/Services (15%)**

**10.5 Respondent’s Qualifications (5%)**

- Financial Stability
- References
- Experience and Past Performance

**10.6 Added Value Solutions/Incentives and other information as deemed relevant by E&I (5%)**

**11. Submission Instructions**

Proposal responses shall be submitted exactly as outlined, and the required information shall be provided in the section under which it was requested by E&I. Respondents may not combine or reorganize the headings and/or requests for information, or indicate that 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. External website).

Note: If Respondent’s proposal deviates from these instructions, such proposal may, at E&I’s sole discretion, be rejected.

**11.1 Upload Instructions**

E&I utilizes an online electronic sourcing portal for accepting proposals digitally. We do not accept hard copy submissions or submissions through any other medium other than through [E&I’s Electronic Sourcing Solution](#).

**RFP # 683508 - SPECIFICATIONS**

Your submission must be uploaded prior to the Close Date/Time as indicated in the Tentative Schedule of Events Section above. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before the Close Time to begin the uploading process and to finalize your submission.

- 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. You may edit your submission as needed up to Close Date/Time.
- 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.
- 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.
- 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.).
- Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.
- Information submitted that is not requested by E&I may be considered to be supplemental and not subject to evaluation.
- **All sourcing event-related communications between Respondents and E&I is managed and tracked through a Q&A Board within the RFP event within [E&I's Electronic Sourcing Solution](#). 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:**

<https://go.jaggaer.com/SupplierSupportRequest.html> or via (800) 233-1121, option 2 then option 2.