



Request for Proposal # 683309  
For  
Laboratory 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.

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**Issue Date: July 6, 2017**

**Closing Date: August 31, 2017 – 1:00 PM E.T.**

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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 scientific equipment and supplies, furniture, interior furnishings, computer and software, electronics, multimedia, maintenance, food service, office equipment and supplies, transportation and delivery services.

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

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 in the Scope of Services in Part 2.

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 Cooperative Purchasing Service for Education.

### **1.3 Participating Agencies**

The University of Southern California (USC) and Arizona State University (ASU) are participating agencies on this RFP. The resulting agreement(s) will be drawn between E&I and the awarded Supplier(s).

### **1.4 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 approximately 4,100 Members, comprised of roughly 50% public and 50% private. K-12 school districts, academic healthcare and research institutions have become eligible for membership in E&I. 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).

Utilizing the resulting agreement(s), E&I's member purchases are expected to exceed \$750+ million within the next four to five years.

### **1.5 Member Participation**

Once the awarded Supplier(s) has been established and the Agreement finalized, individual E&I Members (in some situations Member departments) will review the awarded Supplier's program and determine their individual participation. The awarded Supplier's program includes the Agreement along with additional supporting materials (if any) developed by the awarded Supplier(s).

Some Members may have existing agreements now 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. The awarded Suppliers(s) shall support and promote the Master Agreement to all E&I Members and validate to those Members how the utilization of this Agreement offers the best value available to the Member.

**Part 1: GENERAL OVERVIEW**

The awarded Supplier(s) 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, in the form of an E&I Agreement, on the E&I internal web site. The E&I web site is password protected and only available to the Members.

**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(s) fails to provide recommended information, E&I may, at its sole option, ask the Supplier(s) 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(S):** 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 and Healthcare Facilities may or may not be members of E&I.
- **K-12:** All School Systems and Districts (private and public) in the United States that provide education for students in Kindergarten through 12<sup>th</sup> Grade. These School Systems and Districts may or may not be members of E&I.
- **EDUCATION:** The combination of Higher Education and K-12.
- **DAYS:** All days specified are based on calendar days unless otherwise noted.
- **HUBS:** Historically Underutilized Businesses e.g. minority, women-owned businesses (for the State of Texas, Certified HUBS within the State of Texas).
- **MWBE:** Minority, Woman-owned Business Enterprises.
- **NATIONAL AGREEMENT:** E&I awards an Agreement which is available throughout the United States (including Alaska and Hawaii).
- **REGIONAL AGREEMENT:** E&I may elect to award an Agreement by Geographical Areas of the United States. See table below for geographic breakdown:

**Contract Region Key**

Northeast  
 Mid-Atlantic  
 Southeast  
 Central  
 Great Lakes  
 Western

**States**

CT, MA, ME, NH, NY, RI, VT  
 DC, DE, MD, NJ, PA, VA, WV  
 AL, FL, GA, KY, MS, NC, SC, TN  
 AR, IA, KS, LA, MN, MO, ND, NE, OK, SD, TX  
 IL, IN, MI, OH, WI  
 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 E&I’s preference to establish a national supply contract for a full-line catalog of Laboratory Supplies and Services. All E&I Members will be eligible to participate in the resulting agreement. If a Supplier(s) chooses to respond to a section(s) of this RFP E&I will also take that into consideration.

The awarded Supplier(s) is expected to be a fully authorized distributor(s) for any of the manufacturers it proposes.

The Supplier(s) is expected to provide Laboratory Supplies and Services as requested by E&I Members. The Supplier(s) must be able to provide service and timely deliveries to all E&I Members and campuses. Direct involvement by the awarded Supplier(s) may be necessary to assist E&I Members in understanding the different types of products/services available and in selecting the best solution to fit their needs.

Laboratory Supplies and Services included in this RFP should include the entire product line offered by the proposer. In addition, as new products and services become available E&I shall work with the award winning Supplier(s) to add the new products to the resulting contract

No systems, products, or services have been excluded from 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.

Supplier(s) are to submit pricing on **Attachment G** using the pricing structure proposed in this RFP (Section 2.2.3). All discounts offered shall remain firm, unless increased for the benefit of the members, for the duration of the contract, including any renewals and extensions.

**2.2 Detailed Products and Services Defined**

Supplier(s) are to provide responses and comments for each of the following subsections. Links to websites are not acceptable responses/comments.

**2.2.1 Product Description**

All proposals should include, but not limited to, all of the following product categories. Supplier(s) to confirm which of the following categories can be provided and any additional products and services offered by the Supplier(s) in this proposal.

- Apparel
- Chromatography
- Chemicals
- Filtration
- Glassware
- Lab Supplies
- Liquid Handling
- Plasticware

**\*\*\*\*Supplier(s) to provide number of SKUs and manufacturers (excluding 3<sup>rd</sup> Party relationships) carried that is part of this proposal.\*\*\*\***

**2.2.2 Tiered Participation Levels, Exclusive Products, and Private Label Products**

Given the diversity of the E&I Membership, it is important that the Supplier(s) provide flexible and customizable contract options. Our Members have different levels of expectations and needs based upon their purchasing strategies. Our preference is to provide choice to our Membership knowing that some Members may designate this contract as a Primary Supplier Position where others may prefer a Basic supply agreement. The following are the tiers.

- Basic Supplier Status – Access to general catalog discount schedule, market basket pricing, and a Member specific hot list. This Status does not require the Member to commit any spend volume to the supplier.

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- Co-Primary Supplier Status – Access to general catalog discount schedule, market basket net pricing, and a Member specific hot list. Additional pricing above and beyond the Basic Supplier Status for catalog discount schedule and market basket pricing and additional financial incentives. This status the Member commits to at least 50% of their addressable spend volume to the Supplier.
- Primary Supplier Status – Access to the general catalog discount schedule, market basket net pricing, and a Member specific hot list. Top level pricing and benefits above and beyond the Co-Primary Supplier Status for the discount schedule, and market basket based on highest usage/spend, and additional financial incentives. This status the Member commits to assign the Supplier as the primary supplier for the addressable spend.  
**\*At the Member’s discretion, the Member may elect to change tier.**

Members may choose an alternate option to utilize **Exclusive Products and/or Private Label Products Only**. Supplier(s) must be able to provide the flexibility to provide an Exclusive Products and Private Label Products Program.

**2.2.3 Pricing**

Pricing should be proposed according to the following directions, supplemented by the directions in Attachment G. The pricing structure must be complete and easy to understand by the E&I Membership. The pricing structure must contain the tiered participation levels as described in Section 2.2.2.

**A. Market Basket**

Tabs A and B of Attachment G contain a collective list of 5000 high spend/volume items purchased by a sample of the E&I Membership in the last year. Product specification and estimated volume has been provided. The items in Tabs A and B were separated for RFP evaluation purposes. E&I intends to consolidate both lists into a single “Market Basket” in the finalized agreement with Supplier(s).

Tab A contains a list of OEM products. Please provide net price quotes for all items listed for all three pricing tiers. **If Supplier(s) has the exact match of an item in its catalog, it must be included in the submission.** If Supplier(s) does not carry an exact match of a product, a technical equivalent may be offered; please provide price quotes in the space designated for technical equivalents. Supplier(s) **must** provide at a minimum an exact match quote for 65% of the items in this section. E&I, in its sole discretion, may deem the Supplier(s) proposal as non-responsive if Supplier(s) fails to meet this 65% exact match threshold.

Tab B contains a list of Private Label products. Please provide net price quotes for all items listed for all three pricing tiers. Technical equivalents are allowed, however the specifications and performance for all offered technical equivalents must meet or exceed the item requested.

**B. Category Discounts**

**Tab C of Attachment G** contains a list of broad product categories. To help suppliers understand the scope of these product categories, Attachment G-1 has been provided to outline a category spend profile and listings of items associated with each product category. Attachment G-1 is for informational purposes only; Supplier(s) are **NOT** to respond to Attachment G-1. E&I does not anticipate that each respondent will be able to provide all products listed within Attachment G-1. In this section, you are proposing an overall weighted average discount for all of the items in your catalog that would logically be placed in each provided category for each Tiered Participation Level. The Weighted Average Discount will be measured on an annual basis, in total, for all Category Discounts, with the exception of Market Basket items. In order to further maximize the value of the contract(s) resulting from this RFP, E&I intends to explore additional discount categories the awarded Supplier(s) may offer to E&I’s membership.

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When new products are added to Supplier(s) product portfolio, it is the Supplier’s responsibility to alert E&I and ensure competitive pricing is offered via the Category Discounts. If contractual changes are necessary to maintain competitive pricing, all changes must be mutually agreed upon.

Please create a “test environment” for this RFP on your website where the Discount Categories can be viewed and audited. The discount schedule must be loaded into the “test environment”. Provide account numbers for this test environment. All items must be priced based upon a List Less methodology. The Supplier’s List Price and Sell Price must both be reflected in the test environment.

**C. Member Specific Hot Lists**

Given the diversity of the E&I Membership, it is important that the Supplier(s) provide flexible and customizable options, including Member Specific Hot Lists. Supplier(s) shall work directly with the Member to create Member Specific Hot Lists. The purpose of the Member Specific Hot List is to provide the Member with better pricing that is unique to their institution. Member Specific Hot Lists may contain the same items as the Market Basket, however the price for the Member Specific Hot List must be lower than the Market Basket for the Member’s Tiered Participation Level. Member Specific Hot Lists may contain different quantities of items for each Tiered Participation Level. Define and describe your proposed Member Specific Hot List solution.

**D. Price Increases and Decreases**

Market Basket pricing must be held firm through December 31, 2018. Thereafter, increases to the Market Basket are allowed once per calendar year with prior approval from E&I before implementation. Any additions/deletions and price changes shall be reviewed and mutually agreed upon on an annual basis (calendar year). Price increase requests shall be submitted (60) days in advance of the increase requested date. Maximum allowed increases shall not exceed 2% on an aggregate basis annually and must be accompanied with supporting documentation to justify any increase. E&I reserves the right to decline any request for price increases.

Category Discounts resulting from this agreement will remain firm for the duration of the agreement, unless otherwise agreed upon by both parties.

Member Specific Hot List pricing shall remain firm each calendar year. Any additions/deletions and price changes shall be reviewed and mutually agreed upon by Supplier(s) and the Member on an annual basis. Annual SKU level usage must be provided to the Member by the Supplier(s). The maximum allowed increase shall not exceed 2% on an aggregate basis annually and must be accompanied with supporting documentation to justify any increase. The Member may utilize E&I for assistance in annual price review and approval.

All price reductions announced by a manufacturer are to be applied on all orders placed by members after the manufacturer’s announcement.

**E. Member Specific Quotations and E&I Special Promotions**

At times it may be necessary for the Supplier(s) to provide the Member with a Quotation for a specific product and/or large order. Please describe your pricing methodology, strategy and purpose for providing Member Specific Quotations and E&I Promotions. These Quotations

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and Promotions pricing will be lower than the Market Basket and Member Specific Hot List Pricing. Provide the general specifics on the length of time that this pricing shall be valid.

**F. Additional Discounts, Incentives, and Value**

In **Tab A of Attachment G-2**, please propose any additional discounts, incentives, and/or value offered to Members and/or E&I. Examples have been added to the attachment. Additional volume and other price discount options are invited, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the proposer.

Additional equipment, accessories and or supplies that are not specifically covered in this RFP, but are related to the overall scope, may be offered and considered part of the E&I Agreement.

For avoidance of doubt, products where E&I has agreed pricing direct with the manufacturer (with Seller acting as distributor) then such products shall be priced on the basis of the agreement between E&I and the manufacturer.

Any promotion, enhanced/special pricing, and/or quotations for products and services at any time for all orders shall be considered part of the E&I Agreement and Supplier(s) shall report as regular sales as well as pay E&I the Contract Administrative Fee (CAF).

**2.2.4 Solutions**

It is important to know all the various solutions in which the Supplier(s) can assist the Members and offer added value services in the proposal. The Supplier(s) is required to make available under any resulting agreement any special product or service offerings and promotions made available by the manufacturer or distributor. *All of the following will be considered part of the awarded E&I agreement; Supplier(s) shall report sales and pay E&I the Contract Administrative Fees (CAF).* Describe fully the following and any additional solutions.

- **Life Sciences**  
Describe your solution as it relates to products and services associated with the discipline of Life Science Research within the education market. These research disciplines include Cell Biology, Genomics, Proteomics, and Applied Microbiology. Include a high level overview of your capabilities including the various brands you support as well as your strategy to support this market with an E&I solution.
- **Laboratory Chemicals**  
Describe your solution as it relates to laboratory chemicals, services and supporting resources within the education market. Include your strategy to support the education market with an E&I solution.
- **Healthcare/Clinical**  
Describe your solution as it relates to Healthcare/Clinical spend in the education market. Include a high level overview of your portfolio and services as well as your strategy to support this market with E&I.
- **Laboratory Services**  
Describe your solution as it relates to Laboratory Services within the education market. Include your services to support procurement and supply management, consulting services, equipment and instrumentation services, laboratory support facility solutions, chemical tracking, asset management, etc.



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- **Additional Solutions**

Describe any solution that your company offers that has not been previously requested in this RFP document that may be unique to your organization that you believe would be of value to the E&I Membership. Describe any corporate strategies, including other divisions within your organization and/or strategic supplier relationships, that you believe would make a significant impact to support the E&I Membership. Describe these strategies including how the E&I Membership could take advantage this solution(s).

**2.2.5 Member Specific Agreements**

Supplier(s) must allow Member Specific Terms and Conditions, which includes customized pricing and terms and conditions. Supplier may also work with the Member on specific business needs and solutions.

**2.2.6 Restocking Fee**

There shall be no restocking fee.

**2.2.7 Customer Service**

E&I has listed the following preferences as it relates to customer service responsibilities. Describe your capabilities for Customer Service keeping in mind the following:

- Identify unique aspects of your service model that differentiates your organization and would be a benefit to the E&I Membership in meeting its lab supplies needs.
- E&I Members have expressed that they require dedicated **knowledgeable experienced** representatives with quick turnaround to inquiries.
- Number and location of the distribution centers
- Dedicated toll free access number
- Web chat capable customer service
- Change Order, Exchanges, and Cancellations ( provide your policy)
- Describe the policy and procedure for invoice discrepancies
- Customer service responsiveness – same day response to phone and e-mail inquiries
- Describe how your customer service representatives are qualified/trained to respond to questions regarding the resulting Agreement (if awarded).
- Describe your internal metrics for customer service.

**2.2.8 Customer Experience**

E&I Members have expressed a strong interest in having a user friendly customer experience throughout the term of the contract. Supplier(s) to provide details of customer experience. How does the customer experience differentiate from your competitors? A demonstration of these capabilities may be required. Supplier(s) to describe the capabilities of the following:

- User friendly and intuitive website that has the ability to support an e-commerce punch-out environment
- Website Speed
- The website must allow Members to search the Supplier’s catalog based on keyword, brand name, description, manufacturer number, supplier number, etc.
- Search filter capabilities available on the website
- Contract pricing accurately represented on the website
- The ability to take quantity into consideration when generating pricing
- The ability to provide tracking and order information after an order is submitted
- Technical Product Support
- Downloadable/exportable invoices
- Order history search with details
- Suggested lower price alternate products on website
- MSDS requests
- Describe the quote-to-invoice process

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- Training, at no additional cost, on the basic use of the website, performing searches, ordering, invoicing, credits, etc.
- Provide sample screen shots of existing websites created for other customers.

**2.2.9 E-Procurement**

Please provide your e-Procurement strategy for punch-out and hosted catalogs. Supplier(s) to also describe the following:

- Web and B2B Integration Technical Support
- Capabilities
- Customer Service (phone, e-mail, and webchat)  
E&I Members may have specific requirements as to what they want published on their catalog that is accessible to their institution. They may want to block certain manufacturers or product lines in order to participate in the agreement. Respondent must provide their solution/flexibility to meet these requirements.

**2.2.10 Contract Support**

E&I provides national contracts for all of our Members. It is important that the Supplier(s) provide strong contractual support for E&I. In addition, our Members may require local support. It is also important that the Supplier(s) provide local support. Describe your strategy supporting E&I and each E&I Member. Please keep in mind the following.

- Please describe your communication plan that is used to develop a mutual strategy and maintain existing large contracts within your organization. Please include the structure around routine conference calls, business meetings, and project management communication tools. Additionally, include the communication plan around national initiatives as well as specific Member initiatives that are necessary to support the overall strategy of E&I and the Supplier(s). Please include two example of where you have successfully implemented this type of contract support with other customers.
- E&I requires a fully dedicated supplier(s) representative to support E&I. This individual must have national responsibility that supports all the E&I Members and the ability to promote and influence the strategy within their own organization. Please provide an organization chart and a brief job description of the dedicated representative.
- Supplier(s) shall provide a national/management level representative with the authority and responsibility to ensure that the Supplier’s Commitments to the E&I Master Agreement are maintained at all times and this representative will not represent any other GPO agreement.
- Detail how company representatives will support any resulting agreement with individual E&I Member campuses.
- Describe how you will assign staff to support the resulting contract (i.e. technical staff, customer service representatives, and regional/local sales representatives).
- Describe how you will provide ongoing training to your staff to support the resulting Agreement.
- E&I Members may already be set-up with a competitor for Lab Supplies. If the E&I Member chooses to switch/add your company, a strong implementation plan will be needed. Please describe the implementation plan and support.
- Describe strategy for 2-year versus 4-year institutions
- Supplier(s) to provide training to E&I to support the contract as requested.

**2.2.11 Supplier Expertise**

It’s important for E&I and the Membership to understand a Supplier’s expertise and reliability. This can serves as a good indicator of quality results. Supplier(s) to address the following.

- Supplier(s) must have been in business for a minimum of five years providing Laboratory Supplies on a regional or nationwide basis. Supplier(s) to provide number of years of experience in lab supply distribution.
- Supplier(s) to provide in detail knowledge and experience in providing products/services as required in this RFP. Include business history, description of current service area, and customer base.

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- It is E&I’s preference to have a national agreement. Supplier(s) to provide geographic regions serviced.
- Supplier(s) to include how frequently new technologies are incorporated to improve efficiency, quality, and customer experience. Please provide examples.
- Respondent to provide the investments the Supplier(s) has made in the last three years in logistics, personnel, product assortment, and technology programs
- Supplier(s) to provide the number of customers on punch-out enabled systems such as SAP and Jaggaer, formerly SciQuest (and others); provide implementation plan.
- Supplier(s) to provide the number of catalog and category items. Supplier(s) to include the Supplier’s estimated market growth of these categories over the next ten years.

**2.2.12 Reports**

Visibility and transparency are important to E&I and its Members. Upon request and within a reasonable time frame, Supplier(s) should be able to provide the following reports to the E&I Member and E&I:

- Supplier(s) must be able to provide customized Member sales and usage reports to the requesting E&I Member, which should include, but not limited to, manufacturer name, manufacturer part number, supplier part number, description, category, unit of measure, quantity ordered, purchase order number, invoice number, price, order date, order method, tracking information, etc.
- Total sales history and total diversity business
- Backorder Reports
- Supplier(s) and E&I Member will work together to create reports as needed and compatible with Supplier systems.
- Supplier(s) **MUST** provide quarterly usage reports for the aggregate E&I Membership participants to E&I Cooperative Services, which must include, but not limited to, Member name, manufacturer name, manufacturer part number, supplier part number, description, product category, unit of measure, quantity ordered, etc. This requirement is separate from the Report of Sales as listed in Section 6.4.1. In addition, Supplier(s) must be able to provide a spend summary report by category and any other reports E&I may request.

**2.2.13 Delivery**

Timely delivery is important to the Members and may be a consideration for award of the agreement. It is essential for the Supplier(s) to indicate their capabilities to deliver as needed and their willingness to work with each Member to assure their requirements are met.

- It is expected that deliveries shall be made within 5-7 business days from the date of order, with the exception of high volume products. Market Basket and Hot List Products should deliver **within 48 hours after receipt of order**. Supplier(s) to provide delivery lead time and delivery method.
- Backorder products are products which have exceeded the promised delivery date and actual delivery time. It is expected that the Supplier(s) will be proactive in minimizing backorder products.
- Shipping shall be **FOB Destination, prepaid and allowed**. The expectation is that there would be no additional charges.
- Please provide the percentage of orders that are drop shipped.

**2.2.14 K-12**

E&I’s K-12 Membership has been growing and will continue to do so. As a result, it is important that the resulting Agreement includes K-12 capabilities. Please describe your capabilities in K-12 including your portfolio, sales marketing, etc. Define how you will support E&I in the various activities including Contract Support.

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**2.2.15 Affiliate Program**

The Affiliate program includes products and services that should also be made available to any entity affiliated with an enrolled E&I Member and must be approved by the E&I Member (i.e. incubators, etc.). Supplier(s) must confirm if an Affiliate Program would be included in the Agreement if awarded.

**2.2.16 Ongoing Cost Savings Initiatives**

E&I and their Members are interested in all cost savings initiatives. The expectation is that the awarded Supplier(s) will work with E&I and the Members to locate all cost savings opportunities. Open collaboration and communication is key to achieving this objective. Please address the following in your response.

- Describe what E&I can do to help drive down cost to provide competitive pricing.
- Describe any cost savings initiatives where E&I can help reduce the Supplier’s cost.
- Describe any ways that the Membership can help lower the Supplier’s Supply Chain Cost.
- Describe your strategy around cost savings for both E&I and the Membership including an implementation plan, timeline, tracking and communication tools. Please provide two examples of where you have done this before and include two references.

**2.2.17 Supplier Relationship Management Program (SRM / OEM Strategy) and Supply Chain Management**

E&I and Members are interested in having a distributor that truly manages the manufacturers it distributes. Supplier(s) is expected to continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to E&I Members. In addition, it is critical that the Supplier(s) has an effective Supply Chain Strategy. Describe your capabilities in these areas. Please consider the following:

- Supplier(s) to provide program and strategy that would be utilized.
- E&I to be included in discussions with Supplier and Manufacturer.
- Frequency of Supplier meetings with the manufacturers.
- Manufacturer Special Price Quotes must be applied to the awarded contract. How and when are the Manufacturer Special Price Quotes applied?
- Manufacturer Special Price Quotes must be applied to all Members
- Describe your Supply Chain Process including Technology used for Supplier Integration and Supplier Requirements.
- Please provide Customer examples of where you have implemented an effective Supplier Relationship Management Program and Supply Chain Process. Provide two references.

**2.2.18 Warranty**

Supplier(s) shall describe all standard and enhanced warranties for all equipment being proposed. Lifetime warranties shall remain in force regardless of whether the resulting agreement is still in place.

**2.2.19 Sustainability**

Sustainability is an important concern for E&I Members. Provide a comprehensive discussion of your company’s corporate and local sustainability practices for the entire scope offered in your proposal. The Supplier(s) to address environmental concerns related to the purchase of products made of recycled materials, general waste reduction, offering products made of post-consumer recycled materials, offering products that are easily recycled through Member programs, packaging reduction, reduction of operating and maintenance costs, improved energy efficiencies, use of ‘green’ products, efforts to reduce consumption of energy and water, and efforts to reduce adverse effects on human health and the environment for the entire product life cycle. Include your recommendations to reduce the environmental impact and create efficiencies. What measures are used to assess progress made to meet the sustainability goals?

**Part 2: SCOPE OF SERVICES**

**2.2.20 Supplier Diversity**

Supplier(s) to describe utilization and consideration of Historically Underutilized Businesses (HUB's) and Small Business Enterprises as defined by the Small Business Administration (SBA). Does your company currently have any programs that support these organizations? If so, describe how the resulting contract could be included? How will the Supplier(s) support our Members' needs around MWBE goals and objectives?

**Part 3: EVALUATION CRITERIA PROCESS**

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

**3.1 Evaluation Information**

- 3.1.1 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.
- 3.1.2 As part of the evaluation process, E&I may require a demonstration/presentation before the award is made and the demonstration/presentation may be considered as an additional factor in award. Selected Supplier(s) shall be given a script and/or instructions for the presentation in order to provide the evaluation team further insight regarding their proposal and to clarify any issues. Failure of a Supplier to conduct a presentation on the date scheduled may result in rejection of the Supplier’s proposal. In addition, E&I may decide to make site visits, as needed, during the evaluation process which shall be coordinated with the respective Suppliers.

**3.2 Evaluation Criteria**

E&I evaluates responses based upon the Best Value a Supplier can provide the E&I Membership. E&I Members have identified the following factors as important in evaluating the merits of an Agreement:

Criteria	Section
Pricing and Terms that provide for increased discounts and lower overall cost	2.2.3 Pricing Structure, Attachment G
Additional Discounts, Incentives, and Value	2.2.3F Attachment G-2
Breadth and Depth/Products	2.2.1 Product Description (# of SKUs & Manufacturers - excluding 3rd Party), 2.2.3A Market Basket
Breadth and Depth/Value Added Solutions	2.2.4 Solutions
Supplier’s Qualifications and Capabilities	2.2.5 Member Specific Agreements 2.2.7 Customer Service 2.2.8 Customer Experience 2.2.9 E-Procurement 2.2.10 Contract Support 2.2.11 Supplier Expertise 2.2.12 Reports 2.2.13 Delivery 2.2.14 K-12 Attachment D Supplier Questionnaire
Adherence to RFP Terms and Conditions/Compliance	Section 6 Attachment A
Added Value and Services	2.2.15 Affiliate Program 2.2.16 Ongoing Cost Savings Initiatives 2.2.17 Supplier Relationship Management Program (SRM/OEM Strategy) and Supply Chain Management
Warranty, Support, and Maintenance	2.2.18 Attachment D Supplier Questionnaire
Sustainability and Supplier Diversity	2.2.19 Sustainability, 2.2.20 Supplier Diversity Attachment D Supplier Questionnaire

**Part 3: EVALUATION CRITERIA PROCESS**

**3.3 E&I Supplier RFP Response Questionnaire**

As part of your proposal submission, Suppliers must complete the MS Excel questionnaire document included in **Attachment D** in this RFP. All sections of the questionnaire **MUST** be completed to be considered for evaluation. Your responses to these questions will be utilized to evaluate your proposal as outlined above.

## **Part 4: PROPOSAL REQUIREMENTS**

This portion of the RFP includes a schedule of events and requirements 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 identifies the specific rights reserved by E&I and other restrictions imposed on the RFP Process.

### **4.1 Tentative Schedule of Events**

The timeline associated with this RFP is provided below:

<b>Activity</b>	<b>Due Date</b>
<b>Request for Proposal issued</b>	<b>7/06/2017</b>
<b>Pre-Proposal Conference to be held Teleconference (optional). RSVP to <a href="mailto:cbelzer@eandi.org">cbelzer@eandi.org</a> by July 10, 2017. Dial-In Information: 1-855-244-8681, Conference Code: 648 434 506</b>	<b>7/13/2017 –2:00 PM ET</b>
<b>Deadline for submission of RFP–related written questions</b>	<b>07/26//2017</b>
<b>E&amp;I Response to RFP-related questions</b>	<b>08/02/2017</b>
<b>1 P.M. ET Deadline for Receipt of Proposals (“Receipt”) (See Section 4.2 for detailed submission requirements)</b>	<b>8/31/2017</b>
<b>Evaluation, Clarifications, Presentations, Best And Final Offer (BAFO) and Negotiations</b>	<b>11/15/2017</b>
<b>Anticipated Award(s)/Letter of Intent (LOI)</b>	<b>12/14/2017</b>
<b>Acceptance and Execution of Agreement</b>	<b>2/01/2018</b>
<b>Implementation</b>	<b>03/01/2018</b>

### **4.2 Requirements for Return of Proposal Responses**

Supplier must submit the proposal in two separate envelopes as follows:

- A. First Envelope – Signed proposal response ONLY, excluding pricing, and marked “RFP 683309 – Proposal Response”.**
- Two (2) ‘originals’ and ten (10) additional copies of the proposal response (duly marked), each submitted in a three (3) ring binder and signed by a representative authorized to sign the proposal on behalf of Supplier, excluding “Tab 5 – Pricing”, Part 7, and Attachment G-H.
  - One (1) electronic copy of the RFP response, submitted in MS Word (read-only) and the Questionnaire in MS Excel formats, on a USB flash drive, excluding “Tab 5 – Pricing”, Part 7, and Attachment G-H.
- B. Second Envelope – Pricing ONLY, in separate sealed envelope within proposal package marked “RFP 683309 – Pricing.”**
- Two (2) ‘originals’ (duly marked) of “Tab 5 – Pricing”, Part 7, and Attachment G and ten (10) additional copies.
  - One (1) electronic copy of pricing files submitted in MS Excel format, on a separate USB flash drive.

Each of the required copies, ‘Originals’ and electronic, must comply with the format specified herein. In the event of discrepancy between the Suppliers’ submissions, the ‘original’ copy of the submission shall prevail. Fax or email submissions will not be accepted. **Failure of the Supplier to submit the files in the proper format will result in rejection of your entire proposal.**

4.2.1 Proposals must be received by the Receipt of Proposals date specified in the Schedule of Events above at E&I’s office listed on the RFP cover page.

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.



**Part 4: PROPOSAL REQUIREMENTS**

- 4.2.2 The Request for Proposal (RFP) number should be clearly marked on the outside of the sealed package.
- 4.2.3 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.
- 4.2.4 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

- 4.2.5 All submitted proposals constitute an offer by each respective Supplier and shall remain irrevocable for a period of 180 days following the Submission Deadline.

**4.3 Pre-Proposal Conference**

A Pre-Proposal conference may be held in person or via teleconference call. Supplier participation in the conference is optional, but is strongly encouraged. Suppliers wishing to participate should RSVP in the Schedule of Events (Section 4.1).

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

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

- 4.4.1 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.
- 4.4.2 E&I reserves the right to reject any or all proposals or any part thereof.
- 4.4.3 E&I reserves the right to make an award and/or multiple awards by section, in whole, or to make no award.
- 4.4.4 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.
- 4.4.5 If this RFP is regional in scope, E&I, upon mutual agreement of the Supplier, may expand the Agreement to additional regions\* or nationally\* (\*see Definitions - Part 1, Section 1.5).
- 4.4.6 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.
- 4.4.7 E&I reserves the right to select the most responsive Supplier(s) without further discussion, negotiation, or prior notice.

**Part 4: PROPOSAL REQUIREMENTS**

- 4.4.8 E&I may presume that any proposal is a best-and-final offer.
- 4.4.9 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.
- 4.4.10 E&I will not pay for any information requested nor is it liable for costs incurred by the Supplier in responding to this request. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired.
- 4.4.11 Any discussion with E&I personnel, other than the Contract Lead or Contract Specialist, 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.
- 4.4.12 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.
- 4.4.13 There will be a public opening at the time and date the proposals are due at E&I Cooperative Services, 2 Jericho Plaza, Suite 309, Jericho, NY 11753.
- 4.4.14 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 Supplier(s), as required to comply with legal requirements.
- 4.4.15 Suppliers must clearly mark “Confidential” on any portion of their respective responses which are considered to contain confidential or proprietary information.

**4.5 Questions and Clarification**

Any questions regarding this RFP must be directed via email to the Contract Department Lead as noted on the cover page of this document or the Contract Manager, **Christine Belzer** at [cbelzer@eandi.org](mailto:cbelzer@eandi.org).

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

- 4.5.1 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 Contracts Department Lead via email of the deficiency and request modification or clarification of the RFP document.
- 4.5.2 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.
- 4.5.3 Questions and answers will be provided via e-mail or if needed, posted on the E&I web site.

**Part 4: PROPOSAL REQUIREMENTS**

**4.6 Proposal Innovation & Improvements**

Although a proposal response format has been provided, it is not intended to limit Supplier’s innovative response to this RFP. Innovative ideas, new concepts, and alternative partnership arrangements falling outside the specifications of this RFP may be considered. For example, these might include unique business features, special services, discounts or terms and conditions unique to each Supplier. E&I may accept an offer under this RFP that demonstrates such a significant change or improvement that it considers being a breakthrough advancement to the products, services or equipment being sought. Such proposals may be considered as providing added value/incentive.

In addition, the Supplier may offer improvements/additions to the minimum needs and requests stated in this RFP. For example, the Supplier may offer improvements to the contract administrative fee requirements, assignment of existing sales volume, additional marketing support fees, usage rebates to our members, or other forms of incentive programs. E&I reserves the right to explore/negotiate for such additional improvements as we move through the process of RFP response, evaluation, clarifications, negotiations, “best and final”, to final award.

**Part 5: PROPOSAL FORMAT AND CONTENT**

*This portion of the RFP includes instructions on the format Suppliers must follow in preparing their proposals*

**5.1 Compliance with Specifications**

Suppliers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP. Any exceptions to the terms and conditions in the Agreement must be clearly indicated in responses to this proposal.

**5.2 Required Proposal Format**

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

Addenda, if any, must be signed and dated by a representative authorized to sign the proposal on behalf of his/her company and included in proposal response.

Tab 1 Table of Contents/Page Identification – Include a Table of Contents and number the pages in the proposal consecutively.

Tab 2 Executive Summary and Response to Scope of Services – 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. Suppliers must include Part 2, Scope of Services in its entirety with a response to all sub-sections.

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 3 Questionnaire – Supplier must complete E&I Supplier Questionnaire as described in Part 3, Section 3.3 and found under **Attachment D**.

Tab 4 Agreement/Exceptions – Suppliers must include Part 6, and **Attachment A** and indicate agreement with or exceptions to any terms or conditions.

Tab 5 Pricing – This tab should include Part 7 (initialed), **Attachment G & G-2** and, if applicable, additional pricing. Supplier shall provide information for this tab in a sealed envelope separate from the proposal as instructed in Part 4, Section 4.2.B.

Tab 6 Execution of Offer and Mutual Non-Disclosure Agreement – Supplier should complete the Execution of Offer and Mutual Non-Disclosure Agreement documents in Part 8, signed by a representative authorized to sign the proposal on behalf of Supplier.

Tab 7 Attachments B, C, E, F, and H – Completed State of Texas HUB Forms, State of Connecticut Compliance Language, Arizona State University Supplemental Terms & Conditions, University of Southern California Purchase Order Terms & Conditions, and EDGAR Certifications.

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

**Part 6: SPECIAL CONDITIONS**

*This portion of the RFP contains special terms and conditions which will govern the resulting agreement. Please indicate your acceptance for each special term by checking the “Agreed” box and initialing. Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal.*

**6.1** In addition to the terms, conditions and responsibilities below, the General Terms and Conditions listed in **Attachment A** shall be considered a part of this request for proposal.

6.1.1 The General Terms and Conditions referenced above shall be reviewed by competent legal or other personnel and any exceptions duly noted and included in the RFP response. In the event of an offer of Award, E&I, at its sole discretion, may reject any further requests for exceptions to the General Terms and Conditions not previously submitted with the proposal.

**Agreed** \_\_\_\_\_  
**Initial**

**6.2 Terms and Conditions of Agreement**

As a result of this RFP process, it is our expectation that an Agreement will be established between E&I and one or more of the Suppliers. Unless otherwise superseded by the terms and conditions of the contracting Member Institution, the Agreement will incorporate the relevant terms and conditions of this RFP and Supplier’s proposal. The terms and conditions of the contracting Member institution takes precedent over any conflicting terms and conditions between the Agreement and/or the Supplier’s terms and conditions.

Upon award each successful Supplier will sign an Agreement with E&I to sell goods and/or services. The Agreement will incorporate all the terms and conditions, pricing, specifications, and requirements of the RFP.

**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.**

**Agreed** \_\_\_\_\_  
**Initial**

**6.3 Term**

The Agreement term will be for five (5) years with the option of one (1) five-year renewal. Exercise of any renewal option will require formal written notification to the Supplier(s) at least one (1) year prior to Agreement expiration. The Supplier(s) must then return formal written acknowledgement of the renewal option within 30 days.

**Agreed** \_\_\_\_\_  
**Initial**

**6.4 Financial Responsibilities**

6.4.1 Report of Sales

The Supplier shall be provided an electronic file listing of E&I Members and shall be required to file a monthly electronically formatted report of total U.S. dollar sales to Education by institution (the “Report of Sales”). The Report of Sales shall include, but not be limited to, Member name, city, state, date of sale, manufacturer part number, manufacturer name, supplier part number, description, unit of measure, quantity, etc. The requirements and format of the Report of Sales are detailed in the questionnaire included with this Request for Proposal. The Report of Sales is due no later than ten (10) calendar 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 this Agreement. The Report of Sales shall be

**Part 6: SPECIAL CONDITIONS**

electronically delivered to the following email address [vrf@eandi.org](mailto:vrf@eandi.org) as per the scheduled due date of the report.

- Before an award is made, a test report may be requested to assure that the Supplier is able to provide the reporting as required. The Supplier will provide the name of the responsible contact that will be charged with submitting the report.
- At the time of award, a schedule of due dates for the monthly report will be provided. It will be the responsibility of the Supplier to notify E&I personnel of any change in the designated contact responsible for submitting the report.

**Agreed** \_\_\_\_\_  
**Initial**

**6.4.2 Contract Administrative and Marketing Fee**

Each Supplier will provide E&I a Contract Administrative and Marketing Fee (CAF) which is equivalent to **2.00%** of the net total invoice amounts on all orders shipped pursuant to this Agreement in each month during the term of the Agreement. The CAF shall be calculated on a monthly basis and include all orders invoiced during the preceding month. The CAF rate shall remain constant regardless of any and all pricing methods utilized by the Member as described in Part 6, special quotes pricing, all services including value added services and/or use of Supplier Diversity programs.

The CAF should be transmitted via EFT or by check to E&I on or no later than ten (10) calendar days following the end of each month. Failure to submit the CAF and supporting Report of Sales as specified in Supplier Questionnaire (see **Attachment D**, Sheet 5) shall result in an interest charge of 1½% per month levied upon Supplier until the CAF is paid in full.

Supplier’s failure to submit the CAF and Report of Sales when due shall constitute grounds for E&I’s termination of this Agreement. Supplier shall remain liable for all CAF owing up to and including the time the Agreement has been terminated by E&I or expires.

**Agreed** \_\_\_\_\_  
**Initial**

**6.5 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 this 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 this 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.

**Agreed** \_\_\_\_\_  
**Initial**

**Part 6: SPECIAL CONDITIONS**

**6.6 Marketing and Sales Responsibilities – Suppliers**

6.6.1 Education Sales Activities

Supplier is responsible for Education sales activities which may include:

- Understanding Education buying procedures and practices
- Providing manufacturer specific marketing materials as necessary
- Guiding and assisting the Member in the purchasing, receipt and use of the manufacturer’s product and/or services

**Agreed** \_\_\_\_\_  
**Initial**

6.6.2 Internet/E-Commerce Site

To encourage and facilitate high usage of the Agreement, the Supplier should make available an e-commerce website dedicated to the E&I Agreement. The website should include, but not be limited to, contract specific products and prices, technical specifications, implementation of a hosted or punchout e-catalog on a variety of platforms, quoting capability, online ordering, shipment, tracking and payment.

**Agreed** \_\_\_\_\_  
**Initial**

6.6.3 Additional Business Services

Within 30 days of Award, each Supplier shall, at its own expense, provide to E&I:

- A comprehensive “go-to-market” plan, detailing the role of the E&I Agreement in Supplier’s Education market strategy and how Supplier intends to leverage the E&I Agreement to build and expand Education business.
- A dedicated Education Agreement Administrator able to act with full authority. The Education Agreement Administrator shall meet with appropriate E&I representatives no less than on a quarterly basis to discuss and measure marketing strategies, performance, Report of Sales, CAF and other Agreement related issues.
- The Education Agreement Administrator or designee(s) shall coordinate with appropriate E&I representatives as necessary to strategize and discuss market opportunities and join as a strategic partner in E&I presentations to the appropriate university/hospital business administrators to leverage the best available pricing, delivery, and services for our Members.
- A contact list of dealers, agents, account representatives and service assistants with experience and knowledge of the Agreement. Supplier will provide initial and ongoing training and awareness of the E&I Agreement to all inside and outside sales representatives as well as to its distribution chain, including quarterly meetings at corporate headquarters, call centers, regional offices, etc.
- Dealers, agents and account representative(s) shall meet with Members as requested by the individual Member or by E&I.
- Initial and continuing Member based customer service and order problem resolution.
- Descriptive product marketing literature, catalogs, and product price schedules, links to Supplier’s website, content for “micro-site” on E&I website, e-mail communications, articles for inclusion in the electronic monthly newsletters, “The Purchasing Link” and “The CPU - Contract Portfolio Update”, and E&I website Headline News.
- E&I staff contract rollout training and follow-up training sessions as required, to include training webinars, conference calls and on-site training as appropriate to educate E&I employees of Supplier’s Member offerings.

**Agreed** \_\_\_\_\_  
**Initial**

**Part 6: SPECIAL CONDITIONS**

6.6.4 Marketing Opportunities

- E&I encourages participation, annually and throughout the term of the Agreement, as an exhibitor and business affiliate member at the annual NAEP/E&I Meeting and Product Exhibition. For additional information on the conference and business affiliate program, please visit the NAEP website at [www.naepnet.org](http://www.naepnet.org).
- E&I encourages participation, annually and throughout the term of the Agreement, upon notification, at NAEP regional meetings, Member Town Meetings, Member regional meetings, Member on-campus supplier fairs and Member presentations.
- E&I encourages participation, annually and throughout the term of the Agreement, at applicable product exhibitions and conferences.

**Agreed** \_\_\_\_\_  
**Initial**

**6.7 Supplier Commitment**

Supplier’s proposal shall reflect their commitment in achieving E&I’s primary goals and objectives as outlined in Part 1, Section 1.2. To meet E&I’s goals and objectives, Suppliers are required to make the following commitments to ensure the overall success of the resulting Agreement(s). Supplier to include comments and/or strategy associated with 6.7 with proposal.

6.7.1 Supplier Corporate Commitment

The Supplier will commit that the 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 Higher Education clients

**Agreed** \_\_\_\_\_  
**Initial**

6.7.2 Supplier Pricing and Product Commitment

The Supplier will commit that the awarded Agreement:

- Shall be the lowest available pricing (net to buyer) to Education
- Shall provide products and services that meet or exceed the member requirements

**Agreed** \_\_\_\_\_  
**Initial**

6.7.3 Supplier Sales Commitment

The Supplier will commit that the E&I Agreement:

- Shall be aggressively marketed by Supplier (Supplier to provide plan with proposal, which should include, but not limited to, the use of social media)
- 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

**Agreed** \_\_\_\_\_  
**Initial**

**6.8 Marketing and Sales Responsibilities – Suppliers and E&I**

Joint Responsibilities - Supplier in collaboration with E&I shall jointly:

- Develop, approve and implement an annual marketing plan to be reviewed on a quarterly basis
- Establish and maintain member relations
- Collaborate to identify leads and opportunities, develop key target lists and leverage existing relationships to build membership and business



**Part 6: SPECIAL CONDITIONS**

- Make sales calls to members, as appropriate

**Agreed** \_\_\_\_\_  
**Initial**

**6.9 Business Partner Reviews**

**6.9.1 Supplier and E&I**

E&I and Supplier may have quarterly, semi-annual, or annual Business Reviews as requested by E&I.

At a minimum, the Supplier should include and provide the following:

- Services & Operational Performance
- Spend Highlights
- Top Manufacturers by Spend
- Spend by Product Category
- Private Label Sales by Product Category
- E&I Performance Savings
- Market Basket Member Usage Growth by category
- Trends
- Support
- Current Strategy
- Future Strategy
- Areas of Improvement
- Member Enrollment, Retention, and Growth Performance
- Membership Value Improvement
- Resources/Investments
- Marketing
- Achievements
- New Programs
- E&I/Supplier Relationship

**Agreed** \_\_\_\_\_  
**Initial**

**6.9.2 Supplier and Member**

Supplier and Member may have quarterly, semi-annual, or annual Business Reviews as requested by the Member. At a minimum, the Supplier should include the following:

- Services & Operational Performance
- Spend Highlights
- Top Manufacturers by Spend
- Spend by Product Category
- Private Label Sales by Product Category
- E&I Performance Savings
- Market Basket Member Usage Growth by category
- Trends
- Support
- Current Strategy
- Future Strategy
- Areas of Improvement
- Resources/Investments
- Achievements
- New Programs

**Agreed** \_\_\_\_\_  
**Initial**

**Part 6: SPECIAL CONDITIONS**

**6.10 Marketing and Sales Responsibilities – E&I**

- E&I will create ongoing member awareness of the E&I Portfolio of Products and Services via online and direct marketing, marketing communications, face-to-face interactions with Members and other venues as appropriate.
- Upon commencement of a new agreement, E&I will notify all Members and make specific contract information available online.
- E&I’s field team of Member Service Representatives will identify and share sales leads as appropriate and assist with Supplier sales activities when possible and in a variety of ways.
- E&I will make representatives available to Supplier to facilitate sales training about E&I.
- E&I will share relevant market intelligence it gathers through surveys, etc.

**Agreed** \_\_\_\_\_  
**Initial**

**6.11 New and Discontinued Products**

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

**Agreed** \_\_\_\_\_  
**Initial**

**6.12 Replacement Parts**

Unless noted otherwise the discount and pricing established for replacement parts will be equal to the pricing structure herein proposed. If the Supplier offers a different discount structure for replacement parts then a separate category of “Replacement Parts” pricing should be added to the proposed discount structure and included in “Tab 5 – Pricing.”

**Agreed** \_\_\_\_\_  
**Initial**

**6.13 Design Cost, Reconfiguration Cost, Charges and Extras**

Supplier shall address cost (if any) related to design services, reconfiguration cost, and other value added services.

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.

**Agreed** \_\_\_\_\_  
**Initial**

**Part 6: SPECIAL CONDITIONS**

**6.14 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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.15 Method of Ordering and Electronic Commerce**

Members may use various methods to order products or services from Supplier in which case the Supplier is expected to accommodate any such requirements including, hard copy purchase orders, telephone orders, procurement cards, and electronic commerce. Any and all orders, regardless of method shall be included in the total report of total U.S. dollar sales to E&I by institution.

**Agreed** \_\_\_\_\_  
**Initial**

**6.16 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. Supplier shall provide adequate toll free telephone access for Members to order products and promptly reach customer service. All terms and conditions of an individual Member's standard procurement terms for ordering may apply. The terms and conditions of the contracting Member institution takes precedent over any conflicting terms and conditions between the Agreement and/or the Supplier's terms and conditions.

With each ordering occurrence, it is mutually agreed that the Member's notice of acceptance shall create an agreement between the parties thereto containing all specifications, terms and conditions of the RFP and resulting Agreement, except as amended by the Member's own acceptance notification.

**Agreed** \_\_\_\_\_  
**Initial**

**6.17 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.

**Agreed** \_\_\_\_\_  
**Initial**

**Part 6: SPECIAL CONDITIONS**

**6.18 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 the Agreement, except as amended by the Member and accepted by the Supplier. The Member placing the order with the Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other Members shall be liable for the indebtedness of any one Member.

If a Member does not specify payment terms, the default payment term for Members shall include invoicing at time of shipment. Payments would then be made within thirty (30) days of invoice date, or as required by the Member's statutory requirements.

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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.19 Receipt of Product and/or Service**

Deliveries to Members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.

It is preferred that product deliveries are provided with a 99% fill rate by line item. Normal delivery of orders must be accomplished at established times as set by the Member. The Supplier(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation.

Title and risk of loss shall pass to the Member at the F.O.B. destination point upon inspection and acceptance of the goods or after installation. The products furnished shall be delivered:

**F.O.B. Destination, Prepaid and Allowed**

Selection of a carrier for shipment will be the Supplier's option unless otherwise specified by the Member.

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

**Agreed** \_\_\_\_\_  
**Initial**

**6.20 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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.21 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

**Part 6: SPECIAL CONDITIONS**

employment history, education, job references, certificates and licenses, conviction records and documentation of random drug testing.

**Agreed** \_\_\_\_\_  
**Initial**

**6.22 Federal 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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.23 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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.24 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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.25 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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.26 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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.27 Third Party Distributors/Subcontractors**

In the event that the Supplier chooses to subcontract any service or delivery of the products under the terms herein, the Supplier shall warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade.

**Part 6: SPECIAL CONDITIONS**

Failure by the subcontractor to perform in a timely manner as specified above shall not relieve the Supplier of its obligations to make complete timely delivery of products, supplies or service at no additional cost to the Member.

**Agreed** \_\_\_\_\_  
**Initial**

**6.28 Order Fulfillment, Distribution and Installation Agreements**

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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.29 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 i.e. 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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.30 No Substitutions**

No substitutions of alternate items for products ordered are permitted without the express prior approval of the Member.

**Agreed** \_\_\_\_\_  
**Initial**

**6.31 Warranty and Product Condition of Sale**

At a minimum, there shall be a one (1) year warranty to include parts, labor and travel. For third party providers, the manufacturer's standard warranty shall apply. Length and coverage of warranty will be an evaluation factor. The Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the Member.

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

**Agreed** \_\_\_\_\_  
**Initial**

**6.32 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.

**Part 6: SPECIAL CONDITIONS**

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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.33 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 Member 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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.34 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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.35 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

**Part 6: SPECIAL CONDITIONS**

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.

**Agreed** \_\_\_\_\_  
**Initial**

**6.36 Emergency Purchases**

Members reserve the right to make purchases of items included under this contract when emergency conditions exist. All emergency purchases shall be reported as regular sales to E&I as per the reporting requirement as indicated in Part 6, Section 6.4.1.

**Agreed** \_\_\_\_\_  
**Initial**

**6.37 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. Please indicate any limit on how many samples may be provided to E&I.

**Agreed** \_\_\_\_\_  
**Initial**



**Part 7: FINANCIAL OFFER SUMMARY**

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. Suppliers are to clearly state agreement with or exceptions to any terms or conditions in their response. For any exceptions, written documentation is required.

**7.1 Pricing**

Supplier(s) to provide Tiered Market Basket pricing and Product Discount Schedule.

**7.2 Additional Pricing of Products or Services**

Suppliers electing to propose pricing on additional products or services must submit additional items on a separate list. The list must be labeled as “Additional Items” and included in “Tab 5 – Pricing” of proposal response. E&I retains the right to accept or reject additional items in part or in whole.

**7.3 Member Direct Financial Incentives**

Suppliers are encouraged to propose direct rebates as means of generating revenue and increasing operating funds for Members. Any and all rebates shall have no effect on the reporting and payment of the CAF. All rebate activity will be reported to E&I.

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

**Part 8: EXECUTION OF OFFER AND MUTUAL NON-DISCLOSURE AGREEMENT**

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 requirements, specifications, terms and conditions of the RFP. Further, if awarded the Supplier agrees to perform the 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:			
<b>AUTHORIZED SIGNATURE:</b>			
PRINT NAME:			
TITLE:			
DATE:			
ADDRESS:			
CITY, STATE, ZIP CODE:			
PHONE:		FAX:	
EMAIL ADDRESS:			

**Part 8: EXECUTION OF OFFER AND MUTUAL NON-DISCLOSURE AGREEMENT**



**Mutual Non-Disclosure Agreement**

I, \_\_\_\_\_ authorized representative of \_\_\_\_\_ (hereinafter "Supplier"),  
having an office at \_\_\_\_\_

**WHEREAS:**

The Supplier and E&I (together, the "Parties") acknowledge that the information mutually exchanged on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and subsequently is considered to be proprietary, and such disclosure(s) are made in confidence and for the limited purpose of evaluating the information and assisting in business development.

**NOW THEREFORE:**

1. I agree as an individual and as a representative of one of the Parties to treat such disclosure of proprietary information as confidential. The Parties further agree not to manufacture, sell, use or disclose to others such confidential proprietary information without the express written consent of the other.
2. I understand that all information considered to be proprietary by the Parties and subject to this Agreement shall be in writing and marked with an appropriate legend designating such material as confidential at the time of disclosure to the receiving Party. In the event confidential proprietary information is disclosed in another tangible form, the sending Party shall inform the receiving Party that the information is confidential and proprietary.
3. I understand that any information disclosed which is already within either Party's knowledge as indicated by their respective records, or which is presently within the public domain, or at a later time becomes available from another source or otherwise enters the public domain is not to be considered the confidential proprietary information of either Party.
4. I agree that all tangible materials disclosed hereunder shall be returned to the respective Party within ten (10) business days of such written request.
5. I agree that a disclaimer will be included in 'all' written or verbal contact with the E&I constituency giving each Member the option to be removed/deleted from future contact by Supplier.

**Educational & Institutional Cooperative Services, Inc.**

Company Name

Company Name

By (Signature)

By (Signature)

**Gary D. Link**

By (Print Name)

By (Print Name)

**Sr. Vice President Consulting Group & Contracts**

Title

Title

E-Mail: [glink@eandi.org](mailto:glink@eandi.org)

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

Tel: (631) 630-8252

Fax: (631) 273-3370

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

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

**For E&I Office Use Only**

**Date Member List sent to Supplier Contact** \_\_\_\_\_

**Sent by:** \_\_\_\_\_

## **ATTACHMENT A – General Terms and Conditions**

*The terms and conditions shall govern any agreement issued as a result of this solicitation. Additional or attached terms and conditions which are determined to be unacceptable to E&I may result in the disqualification of your proposal. Examples include, but are not limited to: liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.*

### **1. 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.

### **2. 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.

### **3. 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.

### **4. 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.

### **5. 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.

### **6. Resale**

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.

### **7. 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.

### **8. 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.

**ATTACHMENT A – General Terms and Conditions**

**9. 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.

**10. 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.

**11. 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. Supplier shall furnish to E&I satisfactory proof of such insurance coverage included with Supplier's proposal.

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.

**12. 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.

**13. Americans With Disabilities Act**

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

**14. 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.

**ATTACHMENT A – General Terms and Conditions**

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.

**15. 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.

**16. Non-Discrimination**

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

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Suspension or Debarment**

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.

**22. 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.

**ATTACHMENT A – General Terms and Conditions**

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. Termination and Termination for Default**

E&I will notify the Supplier upon discovery of a breach of this Agreement. E&I may terminate this Agreement immediately upon the breach of this Agreement by Supplier by delivering written notice to Supplier, or if such breach is capable of being cured, E&I shall notify the Supplier in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the fourteenth (14<sup>th</sup>) day. A notice will be sent to the Supplier to confirm the termination.

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

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.

**28. 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.

**29. Holdover Clause**

This holdover clause authorizes Supplier to continue to provide products and services pursuant to any quotation, purchase order or Member Specific Agreement (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.

**30. Open Records**

E&I considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore may be subject to public disclosure after an agreement is awarded. Suppliers are hereby notified that E&I adheres to all statutes, court decisions and the opinions of the Members’ states regarding the disclosure of proposal information.

**ATTACHMENT A – General Terms and Conditions**

**31. Proprietary/Confidential Information**

Supplier must clearly mark “Confidential” on any portion of your response, which you consider to contain confidential or proprietary information. All information, documentation, and other materials submitted by Supplier in response to this 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.

**32. 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.

**33. Student Educational Records**

Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Supplier will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from Member or as otherwise provided by law.

**34. 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.

**35. 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 B –Arizona State University Supplemental Terms and Conditions**

*Suppliers must indicate their acceptance of Arizona State University's specific terms and conditions. Attachment B in its entirety must be included in Tab 4 of proposal response.*

Yes  No Supplier accepts the specific terms and conditions of Arizona State University.

### EXHIBIT A

#### ARIZONA STATE UNIVERSITY SUPPLEMENTAL TERMS AND CONDITIONS

To the extent any provisions of the foregoing contract with the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University (ASU) conflict with any of the provisions of this Exhibit, the provisions of this Exhibit will control. References to this Contract include the foregoing contract and this Exhibit. All provisions of this Contract that anticipate performance after the termination of this Contract, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of this Contract.

- 1. Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
- 2. Conflict of Interest.** If within 3 years after the execution of this Contract, Entity hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Contract as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.
- 3. Arbitration in Superior Court.** As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.
- 4. Dispute Resolution.** If a dispute arises under this Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.
- 5. Records.** To the extent required by ARS § 35-214, the non-ASU parties to this Contract (jointly and severally, Entity) will retain all records relating to this Contract. Entity will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Contract and for a period of five years after the completion of this Contract. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Entity.
- 6. Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under this Contract depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to

**ATTACHMENT B –Arizona State University Supplemental Terms and Conditions**

Entity and cancel this Contract without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

7. **Weapons, Explosive Devices and Fireworks.** ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12- 781, or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by Entity to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Entity (Entity Notification Parties) of this policy is a condition and requirement of this Contract. Entity further agrees to enforce this contractual requirement against all Entity Notification Parties. ASU’s policy may be accessed at: [www.asu.edu/aad/manuals/pdp/pdp201-05.html](http://www.asu.edu/aad/manuals/pdp/pdp201-05.html).

8. **Confidentiality.** ASU is a public institution and, as such, is subject to ARS §§ 39-121 through 39-127 regarding public records. Accordingly, any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.

9. **Indemnification and Liability Limitations.** ASU is a public institution and, as such, any indemnification, liability limitation, releases, or hold harmless provision in this Contract will be limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and ARS §§ 35-154 and 41- 621. Therefore, ASU’s liability under any claim for indemnification in this Contract is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.

10. **Indemnification by Entity.** Entity will indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, Indemnitee) for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligence, acts or omissions of Entity, or any of its owners, officers, directors, members, managers, agents, employees, contractors or subcontractors (the Entity Parties); (ii) a breach of this Contract; or (iii) failure to comply with any applicable law. Entity will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

11. **Responsibility.** Each party will be responsible for the negligence, acts and omissions of its employees and contractors when acting under such party’s direction and supervision. Notwithstanding the terms of this Contract or any other document or agreement: (i) other than for employees and contractors acting under ASU’s direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory of ASU, as set forth in PUR-202, which is at [www.asu.edu/counsel/manual/signatureauthority.html](http://www.asu.edu/counsel/manual/signatureauthority.html).

12. **Advertising, Publicity, Names and Marks.** Entity will not do any of the following, without, in each case, ASU’s prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), for any reason including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Contract; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of any ASU Marks must comply with ASU’s requirements, including using the ® indication of a registered trademark where applicable.

**ATTACHMENT B –Arizona State University Supplemental Terms and Conditions**

13. **Student Educational Records.** Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Entity will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Contract contains a scope of work or other provision that requires or permits Entity to access or release any student records, then, for purposes of this Contract only, ASU designates Entity as a “school official” for ASU under FERPA, as that term is used in FERPA and its implementing regulations. In addition, any access or disclosures of student educational records made by Entity or any Entity Parties must comply with ASU’s definition of legitimate educational purpose, which definition can be found at: SSM 107-01: Release of Student Information (<http://www.asu.edu/aad/manuals/ssm/ssm107-01.html>). If Entity violates the terms of this section, Entity will immediately provide notice of the violation to ASU.

14. **Title IX Obligation.** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment that is built on respect and free of sexual harassment. ASU’s Title IX Guidance is available at [www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf](http://www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf). Entity will: (i) comply with ASU’s Title IX Guidance; (ii) provide ASU’s Title IX Guidance to any Entity Parties who may reasonably be expected to interact with ASU students and employees, in person or online; and (iii) ensure that all Entity Parties comply with ASU’s Title IX Guidance.

15. **Authorized Presence Requirements.** As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Entity warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

16. **Tobacco-Free University.** ASU is tobacco-free. For details visit [www.asu.edu/tobaccofree](http://www.asu.edu/tobaccofree).

17. **Intellectual Property Ownership.** All Intellectual Property that Entity or any of the Entity Parties make, conceive, discover, develop or create, either solely or jointly with any other person or persons including ASU, for or at the request of ASU in connection with this Contract (Contract IP), will be owned by ASU. Where applicable, all copyrightable works will be considered “*Work Made for Hire*” under the U.S. Copyright Act, 17 U.S.C. § 101, *et seq.* To the extent that any Contract IP is not considered work made for hire for ASU (or if ownership of all rights therein does not otherwise vest exclusively in ASU), Entity hereby irrevocably assigns, and will cause its employees, contractors, subcontractors and agents to so assign, without further consideration, to ASU all right, title and interest to all Contract IP. Intellectual Property means all ASU Data, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Entity will make full and prompt disclosure of the Contract IP to ASU. During and after the term, Entity will, and will cause the Entity Parties, as and when requested by ASU, to do such acts, and sign such instruments to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU’s expense, to cooperate with ASU in the protection and/or defense of the Contract IP.

**ATTACHMENT B –Arizona State University Supplemental Terms and Conditions**

**Alternate language if Entity is not creating any Intellectual Property for or at the request of ASU:**

**Intellectual Property Ownership.** Neither Entity nor any Entity Parties will make, conceive, discover, develop or create, either solely or jointly with any other person or persons including ASU, any Intellectual Property for or at the request of ASU in connection with this Contract (Contract IP). However, to the extent any Contract IP is created, it will be owned by ASU and Entity hereby irrevocably assigns, and will cause all Entity Parties to so assign, without further consideration, to ASU all right, title and interest to all Contract IP. Intellectual Property means any and all ASU Data, inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Entity will make full and prompt disclosure of the Contract IP to ASU.

18. **Entity’s Intellectual Property Ownership Rights.** Entity will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Entity informs ASU in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Entity hereby grants to ASU a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to ASU in the course of performing under this Contract.

19. **Data Use, Ownership, and Privacy.** As between the parties, ASU will own, or retain all of its rights in, all data and information that ASU provides to Entity, as well as all data and information managed by Entity on behalf of ASU, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to this Contract, even if generated by Entity, as well as all data obtained or extracted through ASU’s or Entity’s use of such data or information (collectively, ASU Data). ASU Data also includes all data and information provided directly to Entity by ASU students and employees, and includes personal data, metadata, and user content.

ASU Data will be ASU’s Intellectual Property and Entity will treat it as ASU’s confidential and proprietary information. Entity will not use, access, disclose, or license, or provide to third parties, any ASU Data, except: (i) to the extent necessary to fulfill Entity’s obligations to ASU hereunder; or (ii) as authorized in writing by ASU. Without limiting the generality of the foregoing, Entity will not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU’s prior written consent. Entity will not, directly or indirectly: (x) attempt to re-identify or de-aggregate de-identified or aggregated information; or (y) transfer de-identified and aggregated information to any party unless that party agrees not to attempt re-identification or de-aggregation. For ASU Data to be considered de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by ASU, Entity will deliver, destroy, and/or make available to ASU, any or all ASU Data.

Notwithstanding the foregoing, if this Contract contains a scope of work or other provision that requires or allows Entity to provide aggregated and de-identified data to Entity’s customers, then Entity may provide such information solely to the extent allowed in this Contract, and only if such data is aggregated with similar data of other customers of Entity (i.e. is not identified as ASU, ABOR, or Arizona-specific).

20. **Information Security.** All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable

**ATTACHMENT B –Arizona State University Supplemental Terms and Conditions**

federal and state laws, regulations and policies. To diminish information security threats, Entity will (either directly or through its third party service providers) meet the following requirements:

- (a) **Access Control.** Control access to ASU's resources, including sensitive ASU Data, limiting access to legitimate business need based on an individual's job-related assignment. Entity will, or will cause the system administrator to, approve and track access to ensure proper usage and accountability, and Entity will make such information available to ASU for review, upon ASU's request.
- (b) **Incident Reporting.** Report information security incidents immediately to ASU (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).
- (c) **Off Shore.** Direct services under this Contract will be performed within the borders of the United States. Any services that are described in this Contract that directly serve ASU and may involve access to secure or sensitive ASU Data or personal client data or development or modification of software for ASU will be performed within the borders of the United States. Unless stated otherwise in this Contract, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Contract. This provision applies to work performed by subcontractors at all tiers and to all ASU Data.
- (d) **Patch Management.** Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon ASU's request.
- (e) **Encryption.** All systems and devices that store, process or transmit sensitive ASU Data must use an industry standard encryption protocol for data in transit and at rest.
- (f) **Notifications.** Notify ASU immediately if Entity receives any kind of subpoena for or involving ASU Data, if any third-party requests ASU Data, or if Entity has a change in the location or transmission of ASU Data. All notifications to ASU required in this Information Security paragraph will be sent to ASU Information Security at [Infosec@asu.edu](mailto:Infosec@asu.edu), in addition to any other notice addresses in this Contract.
- (g) **Security Reviews.** Complete SOC2 Type II or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review by ASU upon ASU's request. Currently, no more than two reviews per year are required.
- (h) **Scanning and Penetration Tests.** Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in this Contract at regular intervals in accordance with industry standards and best practices. Entity must correct weaknesses within a reasonable period of time, and Entity must provide proof of testing to ASU upon ASU's request.
- (i) **ASU Rights.** ASU reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides.
- (j) **Secure Development.** Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning prior to releasing new software versions. Entity will provide internal standards and procedures to ASU for review upon ASU request.

21. **Background Checks.** To ensure the safety and security of ASU, Entity will, at Entity's expense, conduct reference checks, background checks, and fingerprinting (Screenings) on all persons employed or contracted by Entity to perform work under this Contract. The necessity, frequency, type, and adequacy of the Screenings will be determined by the type of work each person will be performing under this Contract. Entity will conduct Screenings on each person, as would be required if ASU were hiring the person, within 90 days prior to that person commencing work under this Contract. The minimum Screening requirements are set forth in ASU ACD 126 at <http://www.asu.edu/aad/manuals/acd/acd126.html> and ARS § 15-1649. During the term of this Contract, Entity will exclude from any direct participation in Entity's performance under this Contract, any dishonest, unethical, unreasonably dangerous, or otherwise unqualified person. Entity will maintain as

**ATTACHMENT B –Arizona State University Supplemental Terms and Conditions**

part of the records Entity is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Entity will abide by all applicable laws, rules and regulations including the Fair Credit Reporting act and/or any equal opportunity laws, rules, regulations or ordinances.

22. **Payment Card Industry Data Security Standard.** For e-commerce business and/or payment card transactions, Entity will comply with the requirements and terms of the rules of all applicable payment card industry associations or organizations, as amended from time to time (PCI Security Standards), and be solely responsible for security and maintaining confidentiality of payment card transactions processed by means of electronic commerce up to the point of receipt of such transactions by a qualified financial institution.

Entity will, at all times during the term of this Contract, be in compliance with the then current standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware. Entity will provide attestation of compliance to ASU annually by delivering to ASU current copies of the following: (i) Entity’s “Attestation of Compliance for Onsite Assessments – Service Providers;” (ii) an attestation that all ASU locations are being processed and secured in the same manner as those in Entity’s “PCI Report on Compliance;” and (iii) a copy of Entity’s PCI Report on Compliance cover letter. Entity will notify ASU immediately if Entity becomes non-compliant, and of the occurrence of any security incidents (including information disclosure incidents, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

Entity’s services must include the following:

- (a) Entity maintains its own network operating on its own dedicated infrastructure. Entity’s network includes a firewall that (i) includes access control rules that separate Entity’s PCI network from ASU, and (ii) restricts any communication between Entity’s network devices and ASU systems.
- (b) Entity treats the ASU network as an untrusted network and no unencrypted cardholder data traverses or otherwise is stored on ASU’s network, and ASU has no ability to decrypt cardholder data.
- (c) All devices must be SRED (secure reading and exchange of data), EMV (Europay, MasterCard and VISA) and PTS POI compliant.

23. **Americans with Disabilities Act and Rehabilitation Act.** Entity will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations. All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with the Americans with Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

24. **Warranties.** Entity warrants to ASU that: (i) all of the Contract services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) Entity will comply, and will be responsible for ensuring Entity Parties comply, with all applicable federal, state and local laws in the performance of this Contract; (iii) Entity owns or has sufficient rights in all goods and services to be delivered by Entity, and the goods and services delivered by Entity will not infringe upon or violate any Intellectual Property of any third parties; (iv) any code or software developed or delivered by Entity under this Contract will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (v) in addition to any implied warranties, all goods and services delivered by Entity will

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conform to the specifications and descriptions created therefor.

25. **No Boycott of Israel.** As required by ARS § 35-393.01, Entity certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

26. **Insurance Requirements.** Without limiting any liabilities or any other obligation of Entity, Entity will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Entity, its agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for this Contract and in no way limit any indemnity covenants in this Contract. ASU does not warrant that these minimum limits are sufficient to protect Entity from liabilities that might arise out of the performance of the work under this Contract by Entity, its agents, representatives, employees, or subcontractors.

**A. Minimum Scope and Limits of Insurance:** Entity will provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form.** Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Entity.”

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Entity.

2. **Automobile Liability.** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Entity, involving vehicles owned, leased, hired, or borrowed by Entity.”

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Entity.

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c. Policy will contain a severability of interest provision.

3. Worker’s Compensation and Employers’ Liability. Statutory limits, as amended from time to time, and in each case no less than the amounts specified below:

Workers Compensation Employers Liability

- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

a. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Entity.

b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under ARS § 23- 901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/ Independent Contractor) form.

4. Technology/Network Errors and Omissions Insurance.

- Each Claim \$2,000,000
- Annual Aggregate \$4,000,000

a. This insurance will cover Entity’s liability for acts, errors and omissions arising out of Entity’s operations or services, including loss arising from unauthorized access or use that results in identity theft or fraud.

b. Coverage will include the following:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
- Loss or disclosure of confidential information no matter how it occurs;
- Systems analysis;
- Software Design;
- Systems programming;
- Data processing;
- Systems integration;



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- Outsourcing including outsourcing development and design;
  - Systems design, consulting, development and modification;
  - Training services relating to computer software or hardware;
  - Management, repair and maintenance of computer products, networks and systems;
  - Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
  - Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.
- c. If the liability insurance required by this Contract is written on a claims-made basis, Entity warrants that any retroactive date under the policy will precede the effective date of this contract, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Contract is completed.
- d. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

5. Professional Liability (Errors and Omissions Liability).

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

- a. If the professional liability insurance required by this Contract is written on a claims-made basis, Entity warrants that any retroactive date under the policy will precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for 2 years beginning at the time work under this Contract is completed.
- b. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

**B. Additional Insurance Requirements:** All policies will include, or be endorsed to include, the following provisions (blanket endorsements are not acceptable):

1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured will be covered to the full limits of liability purchased by Entity, even if those limits of liability are in excess of those required by this Contract.
2. Entity’s insurance coverage will be primary insurance with respect to all other available sources.
3. Coverage provided by Entity will not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. Notice of Cancellation; Material Changes:** Changes to the insurance policies described above, which changes are material to compliance with this Contract, will require 30 days prior written notice to ASU; however, 10 days prior written notice is required prior to cancellation due to non-payment of premiums.

Notices required in this Section must be sent directly to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512 and will be sent by United States certified mail, return receipt requested.

**D. Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A- VII. ASU in no way warrants that the above required minimum insurer rating is sufficient to protect Entity from potential insurer

**ATTACHMENT B –Arizona State University Supplemental Terms and Conditions**

insolvency.

**E. Verification of Coverage:** Entity will furnish ASU with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by ASU before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Section must be sent to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and ASU each reserves the right to require complete, certified copies of all insurance policies required by this Contract at anytime.

**F. Subcontractors:** Entity’s certificate(s) will include all subcontractors as insureds under its policies or Entity will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.

**G. Approval.** These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in this Contract will require the approval of the Arizona Department of Administration Risk Management Section.

27. **Notices.** All notices and communications required or permitted under this Contract will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications will be sent to the addresses set forth below or to such other address as the parties may specify in the same manner:

To ASU:  
(department name)  
PO Box (department box number) Tempe, AZ 85287  
Attn: (name of title – no individual names)

With a copy to:  
Purchasing and Business Services  
PO Box 875212  
Tempe, AZ 85287-5212  
Attn: Chief Procurement Officer

To Entity:  
(name) (address)  
(city, state, zip)

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or upon the date receipt was refused. Any notice to be given by any party may be given by legal counsel for such party.

**ATTACHMENT B –Arizona State University Supplemental Terms and Conditions**

28. **Termination.** ASU may terminate this Contract with or without cause upon 30 days written notice to Entity. If this Contract is terminated pursuant to this section, ASU will have no further obligations other than payment for services rendered, goods received, and expenses incurred, and Entity will refund to ASU all prepaid amounts for goods or services not delivered or rendered. The term of this Contract will not exceed 5 years.

29. **Leased Employees.** Entity will determine and inform ASU if any leased employees are retired members of the Arizona State Retirement System prior to the leased employee performing any work under this Contract.

30. **Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance.** Entity warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Entity’s work under this Contract, Entity will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of this Contract.

31. **Export Controls.** Interactions between U.S. nationals and non-U.S. nationals may be subject to U.S. laws and regulations controlling the transfer or sharing of information or technical data, computer software, laboratory prototypes and other commodities (Technology), as defined and restricted by the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the Export Control Laws). None of the work undertaken pursuant to this Contract will require either party to take or fail to take any action that would cause a violation of any of the Export Control Laws. If any of the work to be undertaken pursuant to this Contract requires, in ASU’s sole judgment and discretion, a license or other authorization from any agency or authority of the U.S. government and/or any written assurances that the party receiving any Technology will not re-export, transfer, or otherwise share such Technology to or with certain other foreign nationals or destinations without the prior approval of the U.S. Government, no such work will be required unless and until the appropriate license or written assurance is obtained. The parties will cooperate with each other to facilitate compliance with any applicable requirements of the Export Control Laws.

32. **Assignment.** Entity may not transfer or assign this Contract or any of Entity’s rights or obligations hereunder, either directly or indirectly, or by operation of law, without ASU’s prior written consent, and any attempt to the contrary shall be void.

33. **Governing Law and Venue.** This Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU’s obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Contract will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may now or hereafter have to venue or to convenience of forum.

**ATTACHMENT B –Arizona State University Supplemental Terms and Conditions**

THE ARIZONA BOARD OF REGENTS,  
a body corporate, for and on behalf of  
ARIZONA STATE UNIVERSITY

ENTITY:

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

signed:  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

**ATTACHMENT C –University of Southern California Purchase Order Terms and Conditions**

*Suppliers must indicate their acceptance of University of Southern California’s specific terms and conditions. Attachment C in its entirety must be included in Tab 4 of proposal response.*

Yes  No Supplier accepts the specific terms and conditions of University of Southern California.



**Division of Financial and Business Services  
Procurement services  
Purchase Order Terms and Conditions**

**1. GENERAL PROVISIONS INCORPORATED INTO ALL PURCHASE ORDERS**

**1.1. ACCEPTANCE.**

By fulfilling a University of Southern California (“USC”) Purchase Order (the “Order”), Seller agrees to furnish the items or services covered by the Order and to be bound by and to comply with these Purchase Order Terms and Conditions, including all particulars. Sellers should not fulfill Orders from the USC without either a Purchase Order Number or without a USC corporate card number.

Written acceptance (including, but not limited to, signature on this Order or any related proposal, addendum, or agreement) or shipment of all or any portion of the items or the performance of all or any portion of the items or services covered by this Order shall constitute unqualified acceptance of the Purchase Order Terms and Conditions.

No other terms or conditions shall be binding upon the parties, unless such terms and conditions have expressly been agreed to in a separate written agreement or addendum that has been signed by both parties.

These Purchase Order Terms and Conditions shall prevail should any contradiction arise between any terms and conditions provided by the Seller. The terms and conditions of any proposal referred to in this Order are included and made part of the Order only to the extent of specifying the nature of the items or services ordered, the price thereof and delivery date, and then only to the extent that such terms are consistent with these Purchase Order Terms and Conditions.

**1.2. PAYMENTS AND INVOICES.**

Upon receipt of an invoice that references a USC Purchase Order Number, payment by USC to the Seller will be in the form of a University of Southern California check, electronic funds transfer, foreign draft, wire transfer or corporate card number (MasterCard), depending on which form of payment has been requested by Seller. If a corporate card number is being used as payment, Seller agrees that no service charges will be applied to the Order.

Seller shall be responsible for invoicing USC for services rendered or goods received. Invoices without a Purchase Order Number will not be accepted.

Payment shall be made by USC within thirty (30) days after USC’s receipt of each invoice that certifies the occurrence of each event and USC’s acceptance of the goods received and/or services rendered.

USC Accounts Payable will only pay Orders from an itemized invoice. An invoice is a supplier-generated document that should include all of the following:

**ATTACHMENT C –University of Southern California Purchase Order Terms and Conditions**

- Bill to USC
- Ship To USC
- Purchase Order Number
- Itemized Order Details
- Supplier Name
- Date of Invoice
- Mailing Address of Supplier

USC is not responsible for paying invoices that are dated more than sixty (60) days after services were rendered or goods were received. Sellers are responsible for issuing invoices to USC in a timely manner to ensure payment.

To ensure prompt payment, non-construction related invoices should be mailed by Seller directly to USC Accounts Payable.

University Park Campus  
Attention: USC Accounts Payable  
P.O. Box 77967  
Los Angeles, CA 90007

To ensure prompt payment, all facilities-related invoices (Purchase Order Numbers that begin with the letter “F”) should be mailed by Seller directly to USC Facilities Purchasing.

University Park Campus  
Attention: USC Facilities Payment Processing  
3434 S. Grand Ave., Suite 140F  
Los Angeles, CA 90007-3161

**1.3. SALES TAX**

USC is NOT sales tax exempt. Sellers are required to charge USC sales tax on taxable items, and must identify sales tax on all invoices. Most items are delivered to Los Angeles and are subject to the current city sales tax rate. However, USC operates locations throughout California and in other States. Sellers should reference the delivery address and apply the sales tax amount for the applicable city.

**1.4. OPEN PAYMENT DATABASE.**

Seller agrees to notify USC if Seller intends to report to Centers for Medicare and Medicaid Services (“CMS”) any payments or other transfers of values for USC on the Open Payment database at least ninety (90) days prior to making such report.

**1.5. SHIPPING INSTRUCTIONS.**

Shipments, if applicable, must be made as specified on the face of the Order unless subsequently modified in writing by USC.

Seller shall load and secure the shipment, if applicable, of the materials to comply with all trade rules and regulations and to ensure sufficient protection to prevent damage to such materials.

**1.6. DELIVERY.**

All goods and/or services are to be provided in a timely manner, and to the reasonable satisfaction of USC. In the event of a delay in delivery, such delay must be communicated to USC, who shall have the option of canceling all or part of the subject Order without liability.

**1.7. RISK OF LOSS.**

Seller assumes the risk of, and shall be responsible for, any loss or damage to the materials, and all portions thereof, until the materials have been accepted by USC.

**ATTACHMENT C –University of Southern California Purchase Order Terms and Conditions**

**1.8. WARRANTIES.**

In addition to any express warranties Seller may make, Seller warrants the articles delivered hereunder to be free from defects in labor, material and manufacture, and to be in compliance with any drawings or specifications incorporated or referenced herein and with any samples furnished by Seller. All warranties shall run to USC, its successors, transferees or subcontractors.

**1.9. WARRANTY AGAINST ACCESS TO DATA, SYSTEMS, OR USE OF HARMFUL CODE**

Seller represents and warrants that the products and services provided to USC shall not run any process, audit, or the like, that collects, retrieves, extracts or otherwise provides access to USC's data, system information, or the like, by Seller, without USC's prior written consent. Seller further represents and warrants that the products and services provided to USC shall contain no computer instructions, circuitry or other technological means whose purpose or effect is to disrupt, damage, extract information from or interfere with USC's computers, communications facilities or equipment and their use ("Harmful Code"), and Seller will prevent the introduction of such Harmful Code to its products and services prior to delivery to USC.

"Harmful Code" shall include, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that self-replicates.

**1.10. DISCOUNT DATE.**

The date for calculation of any applicable fast-pay discount offered by Seller and provided for on the face of this Order is (i) the date material is received, (ii) the date material is scheduled to be received under the Order, or (iii) the date an acceptable invoice is received, whichever is later. Where such date falls within the first fifteen (15) days of any month, discount will be taken when payment is made by the twenty-fifth (25<sup>th</sup>) of said month. Where such date falls after, discount will be taken when payment is made by the tenth (10<sup>th</sup>) of the following month.

**1.11. INSPECTION.**

All work performed and all deliverable items are subject to inspection and acceptance at destination notwithstanding any payments or inspection at source. Final inspection and acceptance shall be conclusive except as to latent defects, fraud, such gross mistakes as amount to fraud, and Seller's warranty obligations. Supplies to be furnished hereunder shall be subject to inspection by USC and/or government inspectors upon the premises of Seller.

**1.12. ASSIGNMENT.**

This Order is assignable by USC. This Order is not assignable by Seller without prior written approval from USC. In case such consent is given, it shall not relieve Seller from any of the obligations of this Order and any transferee or subcontractor shall be considered the agent of Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subletting had been made.

**1.13. CHANGES.**

USC may make changes within the general scope of this Order by giving written notice to Seller. If such changes affect the cost of or the period of performance of this Order, an equitable adjustment shall be made with Seller's written claim for adjustment within thirty (30) days of the receipt of notification of such change. No change by Seller shall be recognized without written approval of USC.

**1.14. LABOR DISPUTES.**

Seller shall give prompt notice to USC of any actual or potential labor dispute which delays or may delay timely performance of this Order.

**1.15. TERMINATION AND DELAYS.**

**ATTACHMENT C –University of Southern California Purchase Order Terms and Conditions**

USC may, by written notice stating the extent and effective date, terminate this Order for convenience at any time and without penalty to USC. USC shall pay Seller as full compensation for performance until the termination for convenience: (i) the unit or pro rata Order price for the delivered and accepted portion; and (ii) a reasonable amount, not otherwise recoverable from other sources by Seller with respect to the undelivered or unaccepted portion of this Order, provided compensation hereunder shall in no event exceed the total Order price. USC may by written notice terminate this Order for Seller's default, at any time and without penalty to USC, if Seller refuses or fails to comply with the provisions of this Order, or fails to make deliveries within the time specified or any written extension thereof. If after notice of termination for default, USC determines that failure to perform this Order is due to causes beyond the control and without the fault or negligence of Seller, or if such delay is due to failure of USC, not caused or contributed to by Seller, USC may extend the time for completion of this Order, or termination shall be deemed for the convenience of USC.

The rights and remedies of USC provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Order.

**1.16. LIABILITY FOR USC FURNISHED PROPERTY.**

Seller assumes complete liability for any tooling, articles or material furnished by USC to Seller in connection with this Order and Seller agrees to pay for all such tooling, articles or material spoiled by it or not otherwise accounted for to USC's satisfaction. The furnishing to Seller of any tooling, articles, or material in connection with this Order shall not unless otherwise expressly provided, be construed to vest title thereto to Seller.

**1.17. AFFIRMATIVE ACTION.**

During the performance of this Order, Seller agrees to adhere to the principals set forth in Executive Orders 11246 and 11375. Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Seller will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

**1.18. INDEMNIFICATION FOR INFRINGEMENT OF PROPRIETARY RIGHTS.**

Seller shall pay all royalty and license fees relating to the items covered hereby. If any action or proceeding brought against USC is based on a claim of patent, copyright, trademark, trade secret or other proprietary right infringement arising out of USC's purchase or use of the materials and, if USC promptly notifies Seller in writing of any such action or proceeding, Seller shall, at its own expense, do the following to assure continuation of USC's use of the material:

A. Defend such action or proceeding and indemnify and hold harmless USC, its officers, agents, employees, and assigns, from and against any and all liability, and pay all damages and costs, losses, claims, demands, attorney's fees and expenses arising out of such action or proceeding.

B. Procure for USC the right to continue to use the materials, or any part thereof, affected by such action or proceeding; or replace or modify, as approved by USC, the materials, or any portion thereof, such that the infringement is removed. The warranty provisions set forth in this Order shall apply to such replaced or modified materials.

**1.19. INDEMNIFICATION.**

Seller agrees to forever indemnify, defend and hold harmless USC from and against, and to waive any and all claims against USC for any and all claims, suits and demands of liability, loss or damage whatsoever, including attorneys' fees, whether direct or consequential, on account of any loss, injury, death or damage to any person or persons or property (including without limitation all agents and employees of Seller and USC and all property owned by, leased to or used by either Seller or USC or both) or on account of any loss or damages to business or reputations or privacy of any persons, arising in whole



**ATTACHMENT C –University of Southern California Purchase Order Terms and Conditions**

or in part in any way from Seller's performance hereunder or in any way connected therewith or in any way related thereto. There are excluded from the above indemnity and waiver provisions any such claims, suits and demands of liability, loss or damage resulting solely from USC's gross recklessness, active negligence or willful intent to injure. 'USC' shall be deemed to include University of Southern California and its Trustees, Directors, officers, employees, faculty, students, agents, affiliated organizations and their insurance carriers, if any.

**1.20. INSURANCE.**

Unless more specific insurance provisions are stipulated in an agreement, such as, but not limited to, agreements for construction, maintenance, facilities, transportation, and architects, Seller will obtain and maintain the charted insurance coverage at Seller's own expense. It is Seller's responsibility to ensure that the required insurances remain in effect for the entire duration of the awarded contract or Order and name USC as an additional insured. Such insurance shall waive any right of subrogation against USC and shall specifically cover Seller's obligations to defend, indemnify and hold USC harmless as provided herein. If requested by the USC, it will be Seller's full responsibility to provide the USC with evidence of the required insurances.

Insurance Type	Corresponding Insurance Details
<b>Workers' Compensation</b>	Workers' compensation insurance with statutory limits if required to do so by California State law. If Seller is self-insured for Workers' Compensation, Seller will maintain a certified copy of the "Certificate of Consent to Self Insure" required by California Labor Code Sections 3700 et seq. and comply with the regulations promulgated thereunder.
<b>Comprehensive General Liability</b>	Comprehensive General Liability coverage for death, bodily injury, and property damage, including products liability, with limits of no less than \$1,000,000 per occurrence.
<b>Automobile Liability Insurance</b>	Automobile Liability coverage of \$1,000,000 each occurrence, if Seller drives on campus property using a company car.

**1.21. WAIVER.**

The failure of USC to enforce at any time any of the provisions of these Purchase Order Terms and Conditions, or to exercise any option herein provided, or to require at any time performance by the Seller of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Order or any part thereof, or the right of USC thereafter to enforce each and every such provision.

**1.22. COMPLIANCE WITH ALL LAWS AND REGULATIONS; PERMITS.**

A. The goods and/or services provided pursuant to this Order shall comply with all applicable safety and federal and state regulations in effect at the time of delivery. In addition, the goods provided and/or services performed pursuant to this Order shall have been produced or performed in compliance with the Fair Labor Standards Act, as amended (the "Act"), and regulations and orders of the U.S. Department of Labor issued thereunder. By accepting this Order, Seller agrees that it complies with the Act.

B. In performing any services at USC's facility, Seller shall comply with all applicable laws, ordinances, rules and regulations including federal, state and municipal authorities and departments, including but not limited to the Occupational Safety and Health Act ("OSHA") and any laws, ordinances, rules and regulations concerning the provision or serving of food and beverages, including alcohol (if applicable), and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. Seller shall furnish to USC copies of said licenses and permits prior to the commencement of the services.

**ATTACHMENT C –University of Southern California Purchase Order Terms and Conditions**

C. During its provision of services, Seller shall comply with all of USC's safety procedures. Seller shall at all times keep USC's premises free from accumulations of waste material or rubbish. Upon completion of the services, Seller shall leave the site in a condition satisfactory to USC.

D. Seller shall be responsible for all damages to persons or property that occur during its performance of this Order or arising out of its acts or omissions. Seller shall take proper safety precautions to protect the work, employees of Seller and USC, the public and the property of others.

**1.23. INDEPENDENT CONTRACTORS.**

In all matters relating to this Order, the parties herein shall be acting as independent contractors. Neither Seller, nor any of the persons furnishing materials or performing work or services which are required by this Order, are employees of USC within the meaning of or the application of any Federal or State Unemployment Insurance Laws, or Social Security Laws or any Worker's Compensation, Industrial Accident Laws, or other Industrial or Labor Laws.

**1.24. HIPAA**

To be in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Seller agrees to submit to the USC a signed Privacy and Security Addendum if Seller uses or discloses individually identifiable health information. The Privacy and Security Addendum can be downloaded with submittal instructions from: <http://policy.usc.edu/files/2014/07/Business-Associate-Agreement1.pdf>

**1.25. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.**

**CONFIDENTIAL INFORMATION:** While fulfilling this Order, Seller may have access to USC's internal records, systems and methods of operating its business, trade secrets, customer lists, price lists, contract information and other confidential or proprietary information. Seller agrees that all such information, including the terms of the Order and these Terms and Conditions, is the exclusive property of USC, irrespective of whether such information was created or prepared by Seller or others. Seller further agrees that Seller will not, at any time, in any manner, directly or indirectly, disclose such information to any person or entity, or use such information other than in furtherance of the purposes of USC. Upon termination of this Order, Seller will deliver to USC all property of USC, including any written memorial of, or documents relating to, the information described above, in whatever manner maintained or stored. The parties agree that this Section 1.25 shall survive the termination of this Order.

**INTELLECTUAL PROPERTY:** Seller expressly acknowledges and agrees that all discoveries, inventions, processes, designs, plans, and trade secrets, whether of a technical nature or not, made or developed by Seller alone or in conjunction with any other person or entity while acting under this Order ("Intellectual Property"), shall be the sole and exclusive property of USC and USC may use and reuse Intellectual Property, in whole or in part, in all media, whether now or later existing, throughout the universe, in perpetuity, including but not limited to the exclusive right to reproduce, perform and exploit the Intellectual Property, and all information regarding Intellectual Property, concurrent with the discovery or development of the Intellectual Property. If the Intellectual Property or the results and proceeds thereof constitute "works of authorship" within the scope of the U.S. Copyright Law, the foregoing shall be deemed "works for hire" and USC shall be considered the sole author and owner of all rights comprised in the copyright and/or patent thereof and shall have the exclusive right to seek patent and/or copyright protection in USC's name. In the event that any Intellectual Property does not constitute "works for hire," Seller hereby assigns all rights thereto exclusively to USC for any and all purposes of USC. At all times during its term and after the termination of the Agreement, Seller shall assist USC in obtaining and maintaining, for USC's benefit, copyrights and other relevant legal protections in such materials and Seller shall execute and cause its sub-sellers to execute such further instruments as USC may reasonably require as evidence of ownership of such rights. Seller agrees that it will not use or disclose any Intellectual Property owned by USC without the express written permission of USC.

**ATTACHMENT C –University of Southern California Purchase Order Terms and Conditions**

**1.26. CALIFORNIA NONRESIDENT TAX WITHHOLDING.**

Payments made to Sellers providing a service that do not have a permanent place of business in the state of California or that are not qualified through the Office of the Secretary of the State to do business in California are subject to **seven percent (7%) state income tax withholding** (California Revenue and Taxation Code Section 18662).

Types of income subject to withholding include, but are not limited to, payments for services performed in California and payments of leases, rents and royalties for property (real or personal) located in California.

No withholding is required on payments for goods. California non-residents that are exempt must complete California Withholding Exemption Certificate, Form 590 (<https://businessservices.usc.edu/for-suppliers/forms/> ) in order to exempt California non-residents from this seven percent income tax withholding. This Certificate needs to be submitted with the first invoice to USC.

The California Franchise Tax Board may reduce the withholding if the seven percent will result in substantial over-withholding or waive the withholding if the payee has a current history of filing California returns and/or making estimated payments when due. For more information or to request a waiver or reduced withholding rate, contact:

<b>Non Resident Withholding Section MS F F-265California Franchise Tax Board</b>	
P.O. Box 651	Telephone: (916) 845-4900
Sacramento, CA 95812-0651	Fax: (916) 845-4831

**1.27. OTHER APPLICABLE LAWS.**

Any provision required to be included in a contract or subcontract of this type by any applicable and valid federal, state or local statute, act, Executive Order, law, ordinance, rule or regulation shall be deemed to be incorporated herein, including Occupational Health and Safety Act and Equal Employment Opportunity (41 CFR Part 60).

**1.28. GOVERNING LAW AND DISPUTE RESOLUTION.**

The laws of the State of California shall govern this Order, in all of its aspects, including execution, performance, interpretation and enforcement. All disputes arising under or in connection with this Order shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") or successor organization for binding arbitration in Los Angeles County by a single arbitrator who shall be a former California Superior Court judge. The arbitrator shall be selected by JAMS in an impartial manner determined by it. Except as may be otherwise provided herein, the arbitration shall be conducted under the California Arbitration Act, Code of Civil Procedure 1280 et seq. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under California law. The arbitrator shall award costs of the proceeding, including reasonable attorney's fees, to the Party determined to have substantially prevailed.

**1.29. FORCE MAJEURE.**

Neither Seller nor USC shall be liable for any failure to perform its obligations under this Order if prevented from doing so by a cause or causes beyond either party's control. Without limiting the generality of the foregoing, such causes include Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, war or war operations, restraints of governments of other cause or causes which would not with reasonable diligence be controlled or prevented by the party.

**ATTACHMENT C –University of Southern California Purchase Order Terms and Conditions**

1.30. ATHLETES AND AGENTS.

USC is committed to preventing any actions that threaten the NCAA eligibility of its student-athletes or the ability of USC to remain in compliance with NCAA rules, and is committed to protecting student-athletes from any contact, communication, or conduct with individuals who seek to inappropriately contact or represent student-athletes before their eligibility is exhausted or voluntarily terminated. Accordingly, Seller acknowledges and agrees to the following:

A. It is a violation of USC policy for any Seller to take any actions that threaten the NCAA eligibility of a student-athlete or the ability of USC to remain in compliance with NCAA rules. Seller must immediately disclose the facts about such actions in writing to USC’s Vice President for Athletic Compliance.

B. Any Seller who holds itself out as directly or indirectly representing student-athletes for the purpose of marketing their athletic ability or reputation, or who has certification, licensing or registration as a sports or athlete agent, and any person working for or at the direction of any such individuals (“Agents”) must immediately provide notification of such facts in writing to the USC Vice President for Athletic Compliance, as follows:

1. At the time of entering into a contract, vendor agreement or other arrangement to do business with USC, and at the time of entry onto the property of USC, or any athletic facilities and venues where USC teams play or practice to interact with its student-athletes.

2. If the certification, license or registration is received after commencement of Seller’s contract, vendor agreement, or arrangement to do business with USC, notification must be provided within 24 hours of certification, licensure or registration by the state, professional sports organization or other entity.

3. If Seller is involved in forming a business or company for the purpose of marketing an athlete’s athletic skill or reputation after the commencement of Seller’s contract, vendor agreement, or arrangement to do business with USC, Seller must provide notification within 24 hours of formation or filing paperwork with the state (or other governmental body) concerning such business entity.

C. All Agents must sign a document provided by the USC Vice President for Athletic Compliance attesting to the individual’s understanding and agreement to comply with all of USC’s rules regarding conduct for sports and athlete agents (including adherence to all applicable NCAA rules regarding agents).

D. All Agents must comply with rules pertaining to agents as published by the NCAA. These rules, which are strictly adhered to by USC, include but are not limited to, prohibiting Agents from:

1. Providing student-athletes who have remaining eligibility with any type of benefit, including food, cash, services, merchandise, transportation, housing accommodations, or other benefits not available to the student body in general; and

2. Entering into any type of verbal or written agreement to represent or to facilitate the future representation of a student-athlete who has remaining eligibility with regard to the student-athlete’s athletic ability or reputation.

USC shall have the right to immediately terminate any agreement with a Seller, or to revoke admission to any USC property or event to any Seller, who fails to meet the requirements set forth herein.

**ATTACHMENT C –University of Southern California Purchase Order Terms and Conditions**

1.31. USE OF NAME.

Except as required by law or permitted by this Order, neither party shall use the name, logo, trademark, or symbol of the other party or its affiliates in any advertising or promotional material without the prior written consent of the other party.

**2. PROVISIONS INCORPORATED INTO ALL GRANT AND COOPERATIVE PURCHASE ORDERS**

2.1. ACCEPTANCE.

If this Order is a purchase under a U.S. Government Grant and Cooperative Agreement, the applicable clauses listed below are incorporated into and form a part of these Purchase Order Terms and Conditions. In the event of any conflict between this Section 2 and any other provisions of this Order, this Section 2 will prevail.

2.2. DEBARMENT AND SUSPENSION.

Seller shall fully comply with the requirements stipulated in subpart C of 2 CFR part 180, entitled “Responsibilities of Participants Regarding Transactions.” The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the termination of the Order, or pursuance of other available remedies, including suspension and debarment. Excluded parties can be found at [www.sam.gov](http://www.sam.gov).

2.3. AUDIT.

All negotiated contracts (except those for less than the small purchase threshold) awarded to Sellers shall include a provision to the effect that USC, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Seller which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transactions.

2.4. PROVISIONS.

The following Provisions articulated in the Federal Government’s OMB Circular A-110, Appendix A, apply to Grant and Cooperative Orders. By accepting this Order, Seller agrees to comply with these provisions.

<p>1. Equal Employment Opportunity <a href="http://www.eeoc.gov/">http://www.eeoc.gov/</a></p>	<p>2. Copeland “Anti-Kickback” Act as supplemented by “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States” <a href="http://www.dol.gov/compliance/laws/comp-copeland.htm">http://www.dol.gov/compliance/laws/comp-copeland.htm</a></p>
<p>3. Davis-Bacon Act, as amended <a href="http://www.dol.gov/whd/govcontracts/dbra.htm">http://www.dol.gov/whd/govcontracts/dbra.htm</a></p>	<p>4. Contract Work Hours and Safety Standards Act <a href="http://www.dol.gov/compliance/laws/comp-cwhssa.htm">http://www.dol.gov/compliance/laws/comp-cwhssa.htm</a></p>
<p>5. Rights to Inventions Made under a Contract or Agreement <a href="http://www.nifa.usda.gov/business/awards/intel/prop/37_CFR_401_2009.pdf">http://www.nifa.usda.gov/business/awards/intel/prop/37_CFR_401_2009.pdf</a></p>	<p>6. Clean Air Act and the Federal Water Pollution Control Act, as Amended <a href="http://www2.epa.gov/laws-regulations">http://www2.epa.gov/laws-regulations</a></p>

**ATTACHMENT C –University of Southern California Purchase Order Terms and Conditions**

7. Byrd Anti-Lobbying Amendment <a href="http://www.gpo.gov/fdsys/pkg/CFR-2007-title22-vol1/pdf/CFR-2007-title22-vol1-sec227-100.pdf">http://www.gpo.gov/fdsys/pkg/CFR-2007-title22-vol1/pdf/CFR-2007-title22-vol1-sec227-100.pdf</a>	8. Debarment and Suspension <a href="http://www.epa.gov/ogd/sdd/debarment.htm">http://www.epa.gov/ogd/sdd/debarment.htm</a>
9. Termination for cause <a href="https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards#p-1972">https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards#p-1972</a>	10. Energy Policy and Conservation Act <a href="http://www.house.gov/legcoun/Comps/EPCA.pdf">http://www.house.gov/legcoun/Comps/EPCA.pdf</a>

**3. PROVISIONS INCORPORATED INTO ALL GOVERNMENT SUBCONTRACT PURCHASE ORDERS**

3.1. ACCEPTANCE.

If this Order is a purchase or subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into and form a part of these Purchase Order Terms and Conditions. In the event of any conflict between this Section 3 and any other provisions of this Order, this Section 3 will prevail.

The term “FAR” means the Federal Acquisition Regulations, including revisions in effect on the date of this Order. The terms “Contractor” as used in the clauses incorporated by this reference, shall be deemed to refer to the “Seller.” Any reference to a “Disputes” clause in any of the clauses listed below shall be deemed to refer to the “Disputes” clause contained in the prime contract. In no event shall any such reference to a “Disputes” clause be construed to allow the Seller, without the concurrence or approval of USC, to prosecute an appeal either directly or in the name of USC, to the Contracting Officer for such prime contract.

3.2. PROVISIONS.

The provisions articulated in the FARs apply to government subcontract orders. By accepting this Order, Seller agrees to comply with these provisions.

**Following Clauses apply regardless of dollar amount of this Order:**

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions 52.203-11	Preference for U.S. – Flag Air Carriers FAR §52.247-63
Restrictions on Certain Foreign Purchases FAR §52.225-13	Utilization of Small Business Concerns. FAR §52.219-8
Patent Rights – Ownership by the Contractor FAR § 52.227-11	Combating Trafficking in Persons FAR § 52.222-50

**Additional Clauses if Order exceeds \$10,000:**

Prohibition of Segregated Facilities. FAR §52.222-21	Equal Opportunity FAR §52.222-26
Affirmative Action Compliance Requirements for Construction. FAR §52.222-27	

**ATTACHMENT C –University of Southern California Purchase Order Terms and Conditions**

**Additional Clauses if Order exceeds \$15,000:**

Affirmative Action for Workers with Disabilities FAR §52.222-36	Walsh-Healey Public Contracts Act FAR §52.222-20
Duty-Free Entry FAR §52.225-8	

**Additional Clauses if Order exceeds \$25,000:**

Promoting Excess Food Donation to Nonprofit Organizations FAR §52.226-6
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**Additional Clauses if Order exceeds \$30,000:**

Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment FAR §52.209-6
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**Additional Clauses if Order exceeds \$100,000:**

Employment Reports on Veterans FAR §52.222-37	Equal Opportunity for Veterans FAR §52.222-35
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**Additional Clauses if Order exceeds \$150,000:**

Restrictions on Subcontractor Sales to the Government FAR §52.203-6	Anti-Kickback Procedures FAR §52.203-7
Limitation on Payments to Influence Certain Federal Transactions FAR §52.203-12	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights FAR §52.203-17
Annual Representations and Certifications FAR §52.204-8	Market Research FAR §52.210-1
Audit and Records—Negotiation FAR §52.215-2	Preventing Personal Conflicts of Interest FAR §52.203-16

**Additional Clauses if Order exceeds \$650,000:**

Price Reduction for Defective Certified Cost or Pricing Data—Modifications. FAR §52.215-11	Subcontractor Certified Cost or Pricing Data FAR §52.215-12
Subcontractor Certified Cost or Pricing Data—Modifications FAR §52.215-13	Small Business Subcontracting Plan FAR §52.219-9

**ATTACHMENT D –Supplier Questionnaire**

*All sections of the questionnaire MUST be completed to be considered for evaluation. Include completed Questionnaire in electronic format as described in Part 4, section 4.2 A.*





**ATTACHMENT E – 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.*

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.**

**Supplier shall sign below and return with proposal** to indicate the commitment to make a good faith effort as stated above, as requested.

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Authorized Signature

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Company and address

## **ATTACHMENT F – Compliance Language – State of CT**

*Connecticut State Institutions of Public Higher Education may be interested in purchasing the product(s) and/or service(s) included in this solicitation. Therefore, pursuant with State of Connecticut requirements, Suppliers must complete the following forms/affidavits to satisfy State requirements.*

### **Ethics Forms**

Suppliers complete the following ethics forms from the State of Connecticut Office of Policy and Management website. ([http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806))

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

### **Nondiscrimination Certification Forms**

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

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

### **Definitions**

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

### **Explanation of Forms:**

- Form A. Representation: For use by an individual when entering into any contract, regardless of contract value.
- Form B. Representation: For use by an entity when entering into any contract valued at less than \$50,000 for any year of the contract.
- Form C. Affidavit: (Recommended) For use by an entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity certifies through an affidavit that a complying nondiscrimination policy is currently in place.
- Form D. New Resolution: For use by a 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 a 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 with its proposal.

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 G – Pricing and Discount Sheets**

*Upon award, in considering the use of a contract, the RFP team will evaluate the pricing utilizing several methods. **Attachment G** and all other pricing must be included in Tab 5 of proposal response. **Attachment G-1** has been provided for informational purposes to complete **Tab C of Attachment G**.*

*If additional discounts, incentives, and values are proposed as indicated in Section 2.2.3, it must be entered in **Attachment G-2**.*

## **ATTACHMENT H – EDGAR 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.

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

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**(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 H – EDGAR 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 H – EDGAR 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:

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E&I Cooperative Services, Inc.	

**ATTACHMENT H – EDGAR 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

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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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

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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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

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**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

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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

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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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

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

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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

**ATTACHMENT H – EDGAR CERTIFICATIONS**

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

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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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

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**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: \_\_\_\_\_