



*Lower Costs for Higher Ed*

**Request for Proposal # 683075  
For  
Electrical Equipment, Supplies and Services**

**Mission Statement**

To exceed Member expectations by providing high quality, cost-effective and timely solutions through a diverse portfolio of competitive agreements and value-added services.

This will be accomplished by Members, employees, suppliers and business associates working together in an ethical, efficient, professional and respectful manner.

Issued by:  
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**TABLE OF CONTENTS**

<b>PART 1</b>	<b>GENERAL OVERVIEW</b>	<b>3</b>
<b>PART 2</b>	<b>PROPOSAL REQUIREMENTS</b>	<b>6</b>
<b>PART 3</b>	<b>PROPOSAL FORMAT AND CONTENT</b>	<b>10</b>
<b>PART 4</b>	<b>EVALUATION CRITERIA PROCESS</b>	<b>13</b>
<b>PART 5</b>	<b>SPECIAL CONDITIONS</b>	<b>14</b>
<b>PART 6</b>	<b>SCOPE OF SERVICES</b>	<b>24</b>
<b>PART 7</b>	<b>FINANCIAL OFFER SUMMARY</b>	<b>29</b>
<b>PART 8</b>	<b>EXECUTION OF OFFER</b>	<b>30</b>
	<b>ATTACHMENT A – General Terms and Conditions</b>	<b>31</b>
	<b>ATTACHMENT B – Vendor Report File</b>	<b>35</b>
	<b>ATTACHMENT C – Compliance Language – State of Washington</b>	<b>36</b>
	<b>ATTACHMENT D – HUB Forms – State of Texas</b>	<b>38</b>
	<b>ATTACHMENT E – Mutual Non-Disclosure Agreement</b>	<b>39</b>
	<b>ATTACHMENT F – Price and Discount Sheets</b>	<b>40</b>

## **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 Service, 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 members. The Board provides oversight to ensure the members' needs are addressed and met. Our membership is comprised of public and private universities and colleges, community colleges, other affiliated members, K-12, and teaching healthcare facilities throughout the United States.

The power of cooperative purchasing enables E&I to issue competitive solicitations and negotiate contracts for its members on a wide variety of products and services. E&I currently maintains a large and robust portfolio in the areas of facilities and maintenance, fleet services and purchases, scientific equipment and supplies, furniture, interior furnishings, computers and electronics, multimedia, food service, office equipment and supplies, transportation and delivery services and software. To this robust, diversified portfolio we are adding contracts for Electrical Equipment, Supplies and Services to assist our members with their needs.

### **1.2 General Information**

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

### **1.3 Goals and Objectives**

The primary goals and objectives of E&I are to: (1) assist our members to obtain the absolute lowest cost and best value that exceeds other public sector consortia agreements, (2) establish a strategic sourcing partnership with selected manufacturer(s) and authorized dealers/distributors, and (3) enhance our position as the premier Cooperative Purchasing Service for Education.

### **1.4 General Requirements**

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

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

**Part 1: GENERAL OVERVIEW**

**1.5 Market Opportunity** By satisfying the above member needs, the cooperative anticipates significant member purchases to be recorded against the resulting Agreement(s). The K-12 school districts have recently 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) and our emerging K-12 market.

**1.6 Supplier Response**

Suppliers should provide a complete response to all portions of this RFP.

**1.7 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 Electrical Equipment, Supplies and Services. The agreement is intended to improve efficiencies, lower supply chain costs, promote energy savings, and encourage green and sustainable initiatives within their institutions.

This agreement shall be available to all E&I Members for National coverage and /or Regional coverage and the respondents should indicate their willingness to extend with national pricing and/or Regional pricing being offered.

E&I reserves the right to make a single award or multiple awards. Multiple awards are made when determined by E&I, to be in the best interests of the members and E&I.

**2 Definitions**

As used in this RFP, the following terms are defined:

- **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 Respondent fails to provide recommended information, E&I may, at its sole option, ask the Respondent to provide the information or evaluate the proposal without the information.
- **MANUFACTURER:** Indicates an entity that makes the products from raw materials outlined in this RFP, all of its agents, and employees.
- **SUPPLIER:** Indicates an entity that provides and furnishes the products and or services of a company, all of its agents, and employees.
- **RESPONDENT:** Firm submitting this proposal.
- **MEMBERS:** Includes Institutions, Universities, Colleges, and K-12 that are members of the cooperative. Below is the demographic E&I Membership breakdown:

<b><u>RFP Member Profile By Membership Percentage</u></b>								
<b><u>Affiliation</u></b>	<b><u>National</u></b>	<b><u>Northeast</u></b>	<b><u>Mid-Atlantic</u></b>	<b><u>Southeast</u></b>	<b><u>Central</u></b>	<b><u>Great Lakes</u></b>	<b><u>Western</u></b>	
<b>Private</b>	48%	14%	8%	6%	6%	8%	7%	
<b>Public</b>	49%	6%	6%	8%	10%	9%	10%	
<b>Other</b>	3%	0.42%	1%	0.36%	0.54%	0.6%	0.48%	
<b><u>FTE</u></b>								
<b>Small</b>	53%	13%	8%	7%	10%	9%	7%	
<b>Medium</b>	22%	3%	3%	4%	4%	4%	4%	
<b>Large</b>	12%	1%	0.9%	2%	2%	2%	3%	
<b>Other</b>	13%	3%	3%	1%	1%	3%	2%	

**Part 1: GENERAL OVERVIEW**

- **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 specified.
- **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 Regions or areas of the United States. See table below for geographic breakdown:

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

## **Part 2: PROPOSAL REQUIREMENTS**

### **2.1 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>May 14, 2009</b>
<b>Pre-Proposal Teleconference to be held on:</b>	<b>May 21, 2009</b>
<b>Deadline for submission of written questions</b>	<b>May 26, 2009</b>
<b>E&amp;I Response to questions</b>	<b>May 28, 2009</b>
<b>4 p.m. ET Deadline for Submission of Proposals (“Submission Deadline”) – (See Section 2.2 for detailed submission requirements)</b>	<b>June 16, 2009</b>
<b>Evaluation, clarifications, presentations, Best And Final Offer (BAFO), and negotiations</b>	<b>June 25, 2009</b>
<b>Anticipated Award(s)/Letter of Intent (LOI)</b>	<b>June 26, 2009</b>
<b>Acceptance And Execution of Agreement</b>	<b>July 1, 2009</b>
<b>Implementation</b>	<b>August 1, 2009</b>

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

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

#### **A. First Envelope: Proposal response (without pricing) with all necessary signatures and submittals.**

- Two (2) ‘original’ (duly marked) copies of the proposal (without pricing) signed by a representative authorized to sign the Proposal on behalf of his/her company. Proposal Response is preferred to be submitted in a three (3) ring binder and
- Five (5) CD copies of the entire proposal in MS Word (read-only format) or Adobe Acrobat (without pricing)

#### **B. Second Envelope: Proposal pricing (referred to in the proposal response)**

- Two (2) ‘original’ (duly marked) copies of the proposed pricing (Part 7 and Attachment F) signed by a representative authorized to sign this document referred to in the RFP on behalf of his/her company.
- Five (5) CD copies of the proposed pricing in MS Word (read-only format) or Adobe Acrobat

Each of the required copies must comply with the format specified herein. In the event of discrepancy between the Respondents submissions, the ‘original’ copy of the submission shall prevail. Fax or email submissions **will not be accepted.**

2.2.1 Proposals must be received by the date specified in the Schedule of Events above at:

**Educational & Institutional Cooperative Service, Inc  
2 Jericho Plaza, Suite 309  
Jericho, NY 11753-1671  
Attention: Mary Sue Goldwater, C.P.M., CTPM, or Bob Solak**

Each Respondent is solely responsible for the timely delivery of its proposal. Failure to meet the proposed due date and time shall be grounds for rejection.

2.2.2 The Request for Proposal number (RFP #683075) should be **clearly marked** on the outside of the sealed packages.

**Part 2: PROPOSAL REQUIREMENTS**

2.2.3 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 above prior to the closing time set for receipt of offers, as determined by the reported time in E&I's main office.

2.2.4 A Respondent may withdraw or modify its proposal prior to the Submission Deadline. Proposals submitted prior to the Submission Deadline may be modified or withdrawn only by written notice to E&I. Any modifications to a previously submitted proposal shall be in writing and in the same manner and form as required by this RFP.

Respondent may change or withdraw the Proposal at any time prior to the Submission Deadline; however, no oral modifications will be permitted. Any modification to a proposal shall be contained in a sealed envelope, clearly marked with the RFP number and "Modification of Proposal" notation.

Any modifications received prior to the Submission Deadline, will be corrected in accordance with such written request at the opening of the Proposal.

2.2.5 All submitted proposals constitute an offer by each respective Respondent and shall remain irrevocable for a period of 90 days following the Submission Deadline.

**2.3 Presentations**

As part of the evaluation process, a formal demonstration/presentation from Respondent(s) may be requested. Selected Respondent(s) shall be given a script and/or instructions for the presentation in order to provide the evaluation team further insight regarding their proposal and to clarify any issues. Failure of a Respondent to conduct a presentation on the date scheduled may result in rejection of the Respondent's proposal. In addition, E&I may decide to make site visits, as needed, during the evaluation process which shall be coordinated with the respective Respondents.

**2.4 Pre-Proposal Conference**

Pre-Proposal teleconference will be held on May 21, 2009 at 10:00 AM Central Time. Respondents may attend via teleconference call. Respondent participation in the conference is optional, but is strongly encouraged. Respondents wishing to participate should RSVP to the Contracts Department Lead (as noted on the cover page of this document)

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

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

2.5.2 E&I reserves the right to reject any or all proposals or any part thereof.

2.5.3 E&I reserves the right to make an award and/or multiple awards by section, in whole, or to make no award.

2.5.4 E&I recommends that a Respondent's initial proposal reflect its most favorable terms. E&I reserves the right to negotiate with any Respondent(s) and to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal.

2.5.5 If this RFP is regional in scope, E&I, upon mutual agreement of the Respondent, may expand the Agreement to additional regions\* or nationally\* (\*see Part 1, Section 2).

2.5.6 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.

2.5.7 E&I reserves the right to select the most responsive Respondent(s) without further discussion, negotiation, or prior notice.

**Part 2: PROPOSAL REQUIREMENTS**

- 2.5.8 E&I may presume that any proposal is a best-and-final offer.
- 2.5.9 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 Respondents.
- 2.5.10 E&I will not pay for any information requested nor is it liable for costs incurred by the Respondent 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.
- 2.5.11 Any discussion with E&I personnel, other than as listed on the front of RFP, regarding this RFP while the RFP is in progress (from the time Respondent receives this RFP until final award is made) is strictly prohibited. Such contact and discussion may result in disqualification of Respondent’s proposal.
- 2.5.12 E&I is the sole owner of all data and information contained within the RFP document and accompanying attachments. Respondent shall use this information exclusively to prepare a proposal. Respondent should not disclose this information to any other firm or use it for any other purpose unless required by law or legal process.
- 2.5.13 Respondent proposals will be opened and reviewed at the convenience of E&I; there is no public opening.
- 2.5.14 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’ state. As such, proposal(s) may be released to third parties, without prior notice to Respondent(s), as required to comply with legal requirements. During the evaluation period, only evaluation team members and E&I Staff will have access to the information.
- 2.5.15 Respondents must clearly mark “Confidential” on any portion of their respective responses which are considered to contain confidential or proprietary information.

**2.6 Respondent Commitment**

Respondent’s proposal shall reflect their commitment in achieving E&I’s primary goals and objectives as outlined in Section Part 1, Section 1.3.

To meet these goals and objectives each Respondent is required to make the following commitments to ensure the overall success of the resulting Agreement(s):

*Respondent Corporate Commitment*

The Respondent will commit that its awarded Agreement with E&I:

- Shall be the Respondent’s primary (go to market) offering for Education
- Has the support of the Respondent’s senior management.
- Shall be promoted to existing Higher Education clients.

*Respondent Pricing and Product Commitment*

The Respondent 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.



**Part 2: PROPOSAL REQUIREMENTS**

*Respondent Sales Commitment*

The Respondent will commit that the E&I Agreement:

- Shall be aggressively marketed by Respondent.
- Shall be enhanced by Respondent’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.

**2.7 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.

All written questions must be received no later than the Submission Deadline, May 26, 2009.

2.7.1 A Respondent is expected to raise any questions, exceptions, or additions they have concerning the RFP. If Respondent discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, Respondent should immediately notify the Contracts Department Lead via email of the deficiency and request modification or clarification of the RFP document.

2.7.2 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 Respondents in the form of an addendum to the RFP. Questions and responses that contain proprietary information will be answered confidentially.

2.7.3 Questions and answers will be provided via e-mail or posted on the E&I website. All addenda will be provided via e-mail or posted on the E&I website.

**2.8 Proposal Innovation**

Although a Proposal Response Format, provided in Part 3, should be followed, it is not intended to limit Respondent’s innovative response to the E&I 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 Respondent. E&I may accept an offer under this RFP that demonstrates such a significant change or improvement that it considers being a break through advancement to the products, services, or equipment being sought. Such proposals may be considered as part of the best value criteria.

### **Part 3: PROPOSAL FORMAT AND CONTENT**

*This portion of the RFP includes instructions on the format Respondents should follow in preparing and 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.*

#### **3.1 Compliance with Specifications**

Respondents 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.

#### **3.2 Required Proposal Format**

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

*For each item under [Parts 3, 4, 5, 6, 7, & 8] of the RFP, please first list E&I's request or requirement and then list your response below it. Responses must be in the same numerical format and order as the requirement you are responding to. You should use the electronic copy of this RFP and insert your responses into it under each requirement.*

- Tab 1 Table of Contents/Page Identification Include a Table of Contents and number the pages in the proposal consecutively. Attachments should be numbered and labeled separately.
- Tab 2 Executive Summary This should consist of a concise non-technical summary providing a management overview of the proposal that outlines the Respondent's approach to meeting E&I's requirements. This summary should include your commitment to support E&I's goals and objectives identified in Part 1, Section 1.3 and the requirements as presented in Part 6 of the RFP
- Tab 3 Original RFP document with integrated responses
- Tab 4 Completed E&I Supplier RFP Response Questionnaire (Described in Part 4, 4.5).
- Tab 5 Exceptions and additional Attachments:
- Agreement or exceptions to Part 5, Special Conditions, and Attachment A General Terms and Conditions (Respondents must indicate agreement with or exceptions to any terms or conditions in Part 5.)
  - Additional Items
  - Alternate Proposal (includes pricing)
  - Responses to Questions listed in Part 3 and other related documents, Attachments and Exhibits
- Tab 6 Response to all sub-sections in Part 3 (starting with 3.3 below) and Part 6 Scope of Work (i.e. features of RFP response, Delivery, Emergency Purchases, Price Lists/Catalogs, Warranty, Parts and Supplies listing)
- Tab 7 Pricing (Exhibits/Attachments required from Part 7) Respondent should include one or more completed pricing Exhibits for each Part in which they are responding as described in the RFP (in separate envelope from the proposal as instructed)
- Tab 8 Execution of Offer Respondent should complete the Execution of Offer document in Part 8, signed by a properly authorized individual.

#### **3.3 General Corporate and Contact Information.**

*Respondents are required to address all the requests below in Tab [6] of their response. If providing an attachment as part of the response, Respondent must clearly identify Part [3] and the corresponding paragraph number on the attachment.*

Request for Proposal – Part 3, <i>Proposal Format and Content</i>	Page 10
E&I Cooperative Purchasing	

**Part 3: PROPOSAL FORMAT AND CONTENT**

- 3.3.1 Provide the Respondent’s organizational chart and description of major business units.
- 3.3.2 If public, provide copies or web links to the three (3) most recent annual reports. If private, provide copies or web links to the most recent three (3) year audited financial statements or other documented evidence of financial stability to assure required performance upon request.

**3.4 Quality Assurance**

Provide a detailed Quality Assurance Plan that identifies the methods by which the Respondent shall assure ordering, delivery, installation and follow up services for E&I members in a correct and timely manner.

Response may include the following:

- Web-based procurement solutions
- Customer Service (detail how product literature, samples, and specifications are obtained)
- Technical Support (training and product in-service support; indicate frequency and any cost)
- Post-installation services and maintenance
- Replacement parts
- How responses to request for quotes (pricing requests) are accomplished
- How orders are placed (included methods accepted – i.e. telephone, fax, e-mail, original P.O., secured internet line, EDI, and other)
- Change Order and Cancellation (provide your policy)
- Length of warranty and coverage (include complete warranty information)
- Process for warranty service requests. Warranty to include parts, labor, and travel.
- Returns (include return authorization policies & procedures and time frame to complete the process)
- Equipment, Product, Supplies damaged in delivery cycle including visible and concealed damage (policy & procedures)
- Overages or Shortages on delivery (policies & procedures)
- Backorders and Fill Rates (include policy and provide the order fill rate for the company)
- Delivery Lead Time
- Delayed or Late deliveries (provide your policy and how you keep members informed)
- Toll free number availability
- Compliance with all federal, state and local regulations regarding the sales and distribution of the products and services (e.g. Patriot Act)
- Method of delivery of quality equipment, products and supplies, and services

**3.5 Dealer Distribution and Services**

Respondents that plan to partner with dealers for the delivery and/or installation of product or other services shall to provide the dealer structure and relationship. Include the following:

- Willingness of dealers to endorse and aggressively support the resulting Agreement
- Number of dealers and geographic coverage by Region/National
- How dealers are selected
- Dealer development, training, and communication
- Commitment to Supplier Diversity i.e. HUBS and MWBE and use of Certified HUBS for the State of Texas and within other states as required.

**3.6 Technical Offer**

Provide a detailed plan on how you propose to service the E&I members’ accounts based on your understanding of the current environment and **the requirements described separately in the Scope of Service. The response shall clearly detail a response to each requirement per Part, as well as, the following:**

- 3.6.1 The technical and customer support structure proposed including current resumes of the key personnel assigned to support the members
- 3.6.2 Proposed communication plan to inform the users of the contract both from a start-up perspective and on an on-going basis
- 3.6.3 The marketing support structure proposed including current resumes of the key personnel assigned to support the E&I marketing efforts of the agreement..

**Part 3: PROPOSAL FORMAT AND CONTENT**

- 3.6.4 Proposed invoicing and order entry methods
- 3.6.5 Methods for managing and reporting performance, including monitoring and filling backorders
- 3.6.6 An implementation plan (key events and marketing schedule) from Agreement date of award to acceptance of first order
- 3.6.7 Provide details of all programs and or services that your company offers and will be made available to E&I and the members to help achieve its envisioned goals including: environmentally preferable options, automation opportunities, user education program and training.
- 3.6.8 Provide details of internal training and promotion of the agreement to all dealers, and representatives.
- 3.6.9 Existing business volume of current E&I members and potential E&I members should be moved to this Agreement in an effort to support the Agreement, promote lower pricing to members, and generate enthusiasm with E&I Members for the supplier and encourage special offerings and reduced prices.. Indicate your commitment to move existing business volume at the time of award, promote the Agreement as your “go to market” vehicle for the members, and for future solicitations from the members to offer (respond) with the E&I Agreement in order to support the Agreement.
- 3.6.10 Indicate your companies volume, expectations and goals for the Agreement for years 1 through 5 (one year at a time for the five years). Upon renewal a new set of expectation and goals will be established.
- 3.6.11 Based on your projected expectations and goals provide your willingness to commit and/or guarantee the volumes for years 1 through 5.

**Part 4: EVALUATION CRITERIA PROCESS**

4.1 Proposals will be evaluated on the basis of the most competitive offer considering cost, quality of products and services offered, and completeness of Respondents’ proposals to this RFP and all other criteria in Section 4.3.

**4.2 Evaluation Information**

E&I must be confident that the proposal will perform and meet the needs of its members. The RFP Team will evaluate and may make one or more awards based on the proposals that are determined to be the best value to the members based on the criteria listed below.

4.2.1 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.

4.2.2 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.

**4.3 Evaluation Criteria**

The proposals received will be evaluated using the following factors:

- Pricing and Terms
- Breadth and Quality of Product Line Offered
- Service(s), Support, Product Warranty and Maintenance
- Order Placement/Delivery/Installation
- Added Value / Incentive
- Respondent’s Qualifications, References, Experience and Past Performance
- Administration, i.e. Reporting Capabilities
- On-Line Capabilities
- Adherence to RFP Requirements, commitment as per technical offer, sales, marketing, and goals for agreement
- Other information as deemed relevant by E&I

4.4 Part of the determination shall be made by comparing discounts and resulting price. Other factors will include overall pricing and terms.

**4.5 E&I Supplier RFP Response Evaluation Questionnaire**

In addition to proposal submission and as part of your response; Respondents must complete an **online** Supplier RFP Response Evaluation Questionnaire by visiting the following link:

<http://vovici.com/wsb.dll/s/20d0g3d666>

A “hard copy” of this questionnaire is included as an Attachment to this RFP to assist you in preparing your responses. The responses should be completed **online** to be considered for evaluation.

Your responses to these questions will be utilized to evaluate your proposal as outlined in the Evaluation Criteria (4.3) of this RFP.

Should you require a printed copy of your response for your records, you may request a copy of your questionnaire response by emailing [dwiercinski@eandi.org](mailto:dwiercinski@eandi.org)

**Part 5: 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 the proposal.*

**5.1** 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.

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

**5.2 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 Respondents. The Agreement will incorporate the relevant terms and conditions of this RFP and Respondents proposal.

Upon award each successful Respondents 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**

**5.3 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 Respondent(s) at least one (1) year prior to Agreement expiration. The Respondent(s) must then return formal written acknowledgement of the renewal option within 30 days.

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

**5.4 Financial Responsibilities**

**5.4.1 Report of Sales**

The Respondent shall be provided an electronic file listing of the E&I members and shall be required to file a monthly electronic formatted report of total U.S. dollar sales to Education by institution (the “Report of Sales”). The Report of Sales shall include, but not be limited to, member name, city, state, and date of sale. The requirements and format of the Report of Sales are detailed in the Vendor Reporting File (VRF, Attachment B). Information on the VRF can be found in the online E&I Supplier RFP Response Questionnaire referenced in Part 4, section 4.5. The Report of Sales is due no later than ten (10) days following the end of the month. The initial Report of Sales is due no later than thirty (30) days after the month of the effective date of this Agreement. The Report of Sales shall be 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 responsible contact that will be submitting the report.

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

**Part 5: SPECIAL CONDITIONS**

5.4.2 Contract Administrative and Marketing Fee

Each Respondent will provide E&I a Contract Administrative and Marketing Fee (CAF) which is equivalent to **2.5%** of the net total invoice amounts from the Report of Sales on all orders shipped and services rendered pursuant to this Agreement in each month during the term of the Agreement. The CAF shall be submitted on a monthly basis and include all orders shipped during the preceding month. The CAF should be transmitted via EFT to E&I on or no later than ten (10) days following the end of the each month.

Respondents that would like to offer a Contract Administrative and Marketing Fee (CAF) which is in excess of the 2.5% listed above shall provide the amount being proposed as an added value. Additional volume based tiers may also be proposed for the five year term and the renewal.

Failure to submit the CAF and supporting Report of Sales as specified (see Attachment B) shall result in an interest charge of 1½% per month levied upon Respondent until the CAF is paid in full. Respondent’s failure to submit the CAF and Report of Sales when due shall constitute grounds for E&I’s termination of this Agreement. Respondent shall remain liable for all CAF owed up to and including the time the Agreement has been terminated by E&I or expires.

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

**5.5 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, audit the Respondent’s records pertaining to its compliance with the terms of this Agreement. The audit will be specifically for verification of agreement compliance. An audit may be scheduled or announced by providing the Respondent a minimum of 72 hours advance written notice. The audit will be conducted by E&I and/or its designee. Respondent will provide E&I with access to records, sufficient workspace and staff support to facilitate an audit. The audit may address any or all of the following conditions and may not be limited to the stated conditions: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment, reporting of sales, annual reports and CAF’s. Any deficiencies or errors shall be corrected within ten (10) days of E&I notification to the Respondent. If the discrepancy is greater than 5% from amounts reported, the cost of the audit shall be paid by the Respondent.

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

**5.6 Marketing and Sales Responsibilities—Respondents**

5.6.1 Education Sales Activities

Respondent is responsible for Education sales activities which include but are not limited to:

- 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.
- Promoting the E&I Contract as their go-to-market contract and moving existing business to the contract

5.6.2 Internet/ E-Commerce Site

To encourage and facilitate high usage of the Agreement, the Respondent should make available an e-commerce website dedicated to the E&I Agreement. The website should include (but not be limited to) products, prices, technical specs, quoting capability, online ordering, shipment, tracking and payment.

5.6.3 Additional Business Services

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

**Part 5: SPECIAL CONDITIONS**

- A comprehensive “go-to-market” plan, detailing the role of the E&I Agreement in Respondent’s Education market strategy and how Respondent 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 the appropriate E&I representative(s) 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 his designee(s) shall coordinate with an 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 members.
- A contact list of dealers, agents, account representatives and service assistants with experience and knowledge of the Agreement. Respondent 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 Respondent’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. All Marketing material shall be submitted for approval of the E&I Marketing Director prior to its release.
- 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 Respondent’s member offering

**5.6.4 Marketing Opportunities**

- E&I strongly 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 strongly encourages participation, annually and throughout the term of the Agreement, upon notification, at NAEP regional meetings, member Town Meetings, member regional meetings, member on-campus supplier fairs and member presentations.
- E&I encourages participation, annually and throughout the term of the Agreement, at applicable product exhibitions and conferences such as APPA, SCUP, ACUHO, etc.

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

**5.7 Marketing and Sales Responsibilities--Respondents and E&I**

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

- Develop, approve and implement an annual marketing plan to be reviewed on a quarterly basis. This shall be done at the beginning of the agreement and targeted annual plans, quarterly meeting shall be scheduled.
- Establish and maintain member relations
- Collaborate to identify leads and opportunities, develop key target lists and leverage existing relationships to build membership and business
- Make sales calls to members, as appropriate.
- Work together to move all business to the E&I Contract for current members within the first twelve months.

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



**Part 5: SPECIAL CONDITIONS**

**5.8 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 Respondent sales activities when possible and in a variety of ways.
- E&I will make representatives available to Respondent to facilitate sales training about E&I
- E&I will share relevant market intelligence it gathers through surveys, etc

**5.9 New and Discontinued Products**

The Respondent 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 Respondent 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 Attachment on appropriate attachment. In such a case, the Respondent should clearly indicate the number of months products are considered as “new products”.

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

**5.10 Replacement Parts**

Unless noted otherwise the discount and pricing established for replacement parts will be equal to the pricing structure herein proposed. If the Respondent 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 7 – “Pricing and Related Terms”.

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

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

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

Respondent 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 Respondent offer multiple pricing options (i.e.: drop ship, inside delivery, delivered and installed) they must be specified herein.

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

**5.12 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, Respondent offers more favorable terms, conditions or prices to members, other comparable institutions, and/or consortiums, Respondent agrees to notify E&I in writing. Respondent 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**

**Part 5: SPECIAL CONDITIONS**

**5.13 Method of Ordering and Electronic Commerce**

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

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

**5.14 Orders**

Respondent 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.** Respondent 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.

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**

**5.15 Hazardous Materials and OSHA Communication Standards**

The Respondent shall be responsible for providing Material Safety Data Sheets (MSDS) to the appropriate user(s).

The Respondent shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of notification the Respondent must retrieve hazardous materials that are delivered in error.

The Respondent is responsible for the safe and legal disposal of all hazardous materials generated in the performance of the Agreement. In addition, the Respondent shall be responsible for providing its employees chemical safety training mandated by OSHA Hazard Communication Standard.

The Respondent shall provide E&I its members with safety/recall updates for any equipment /products provided.

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

**5.16 Invoices and Payment**

Invoices shall be directed to the appropriate location(s) specified by the member. Invoices and payment terms must comply with the requirements of each member. The member placing the order with the Respondent shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Respondent. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

The vendor shall not invoice additional charges, to the firm discount from list for delivering, replacing, or invoicing parts. Members may request an original and one copy of the vendor’s regular invoice form shall accompany each delivery by vendor. Upon notification of invoicing error, the vendor shall provide a corrected invoice to the institution in a timely manner. Some institutions require this to be within the same day.

**Part 5: SPECIAL CONDITIONS**

In any agreement year that a manufacturer discontinues a part number and replaces that part with a new part number, the pricing for the discontinued part number will supersede the pricing of the new part number.

If a member does not specify payment terms, the default payment term for members shall include invoicing at time of billing or delivery completion, whichever is later. Payments would then be made within thirty (30) days after receipt of a valid invoice or delivery, whichever is later.

Cash discounts for prompt payment may be offered to any member from the date of receipt and acceptance of goods or the invoices, whichever is later. Respondent 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**

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

**A. All orders on this contract shall be delivered:**

**F.O.B. Destination, full freight allowed (Respondent pays freight)**

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 Respondent(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. point or after installation by authorized dealer/representative. The title and risk of loss of the goods shall not pass to a given member until receipt and acceptance of the goods at the point of delivery and or installation.

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

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

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

**B. Optional Freight**

**All orders on this optional freight shall be delivered:**

**F.O.B. Destination**, full freight through a member "vendor enablement program". This option will be initiated through the member. Respondent shall indicate the estimated additional discount offered through the implementation of this program.

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

**Part 5: SPECIAL CONDITIONS**

**5.18 Compliance with Immigration Reform and Control Act of 1986**

Respondent is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Respondent 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**

**5.20 Employee Documentation**

At any time during the term of the Agreement, a member may require Respondent to provide a complete dossier of each employee who has been given an assignment at the member institution. This may include employment history, education, job references, certificates and licenses, conviction records and documentation of random drug testing.

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

**5.21 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**

**5.22 Responsibility for Damage Claims**

The Respondent 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 Respondent; or from claims or amounts arising or recovered under the "Workman's Compensation Law" or any other laws. Respondent 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**

**5.23 Protection of Property and Liability**

The Respondent 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 Respondent fails to pay for damage, the damages may be deducted from any remaining balance due to the Respondent or may be processed as a breach of contract to the full extent the law allows.

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

**5.24 Storage**

If applicable, Respondent 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**

**Part 5: SPECIAL CONDITIONS**

**5.25 Third Party Distributors/Subcontractors**

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

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

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

**5.26 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**

**5.27 Supplemental Agreements**

Member and Respondent 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 Respondent. E&I, its agents, members and employees shall not be made party to any claim for breach of such agreement.

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

**5.28 No Substitutions**

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

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

**5.29 Warranty and Product Condition of Sale**

At a minimum, there shall be a FIVE YEAR (5) year warranty to include parts for all electrical equipment, compressors, and large capital equipment. For small equipment and supplies the warranty shall be two years or more. For 3<sup>rd</sup> party providers, the manufacturer's standard warranty shall apply. Length and coverage of warranty will be an evaluation factor. The Respondent may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the member.

Respondent certifies and warrants that all products sold to members shall be:

- New and genuine, (unless otherwise specifically requested in the RFP and quoted, such as remanufactured, rebuilt).
- 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**

**Part 5: SPECIAL CONDITIONS**

**5.30 Tracking Lost and Damaged Shipments**

If Respondent fails to deliver, or erroneously delivers products, Respondent is required to take immediate corrective action to make the correct delivery at no cost to member.

Should any action on the part of the Respondent or a subcontractor cause visible damage to the facilities during transport, the Respondent is required to immediately contact member and forward a confirming damage report detailing the damages.

Respondent shall be able to track all shipments and provide order status to members.

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

**5.31 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:** Respondent shall promptly repair, replace, or correct non-conforming or defective goods and services at the Respondent's own expense.
- **Cancellation:** member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Respondent and any payments made by member for products or services purchased shall be refunded by the Respondent 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:** Respondent shall remove such goods at its own expense and if the Respondent fails to remove such goods, member may return all or any portion of such goods at the expense of Respondent.
- **Risk of Loss and Storage:** All goods shall be held at Respondent's risk and the Respondent shall pay all expenses incurred including storage costs.
- **Respondent Liability:** The Respondent 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 Respondent.
- **After the Warranty Period:** After the warranty period, the Respondent is responsible to make sure that service agreements are available to the member. The Respondent, the manufacturer or an authorized third party may provide the maintenance.

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

**5.32 Reasons for return or credit**

The Respondent 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.

Respondent and/or its agents will issue credit with waiver of any claims against member.

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

**Part 5: SPECIAL CONDITIONS**

**5.33 Certification of Independent Pricing**

Respondent certifies, and in the case of a joint offer, each Respondent hereto will certify as to its own organization, that: (1) it has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive pricing in connection with the Proposal; (2) the prices in the Proposal have been arrived at independently without consultation or communication, or agreement, as to any matter relating to such prices with any other Respondent or with any competitor; (3) unless otherwise required by law, the prices quoted in the offer have not been knowingly disclosed by the Respondent and will not be knowingly disclosed by it directly or indirectly to any other Respondent or to any competitor; and (4) no attempt has been made or will be made by Respondent to restrict competition unfavorably

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

**5.34 Samples**

If requested, Respondent 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 6: SCOPE OF SERVICES**

**Detailed Products and Services Defined**

E&I intends to establish a contract for Electrical Equipment, Supplies, and Services. All E&I members will be eligible to participate and this could be considered a national contract and/or regional contract upon award.

The awarded Vendor (s) is expected to furnish and deliver Electrical Equipment, Supplies, and Services as requested by E&I members.

**Statement of Work**

**6.1 Introduction:**

Members of the Educational and Institutional Cooperative are currently purchasing electrical equipment, supplies and services for the minor repairs and maintenance, renovations, small construction projects, and large construction projects on their campuses. There are individual departments on the campuses that may be currently in need of electrical equipment, supplies and services such as Facilities, Physical Plant, Athletic Department, Intramural Programs, Residence Halls, Telecommunications, IT, and the Academic/Research Programs. This RFP was developed as a direct result of collaboration between APPA (The professional association for Facilities Management), E&I, and the Facilities Strategy Team. A recent survey of APPA and E&I members indicated that this area of spend is of priority to APPA and E&I. This RFP and the subsequent award(s) will be communicated to members of APPA and E&I.

In the current economic environment and with the possible stimulus programs that will be made to members of higher education for construction, renovations and maintenance, we believe that there is tremendous potential for utilization of an agreement based on this Request for Proposal. Examples of the new initiatives that higher education may instigate would include sustainable, green initiatives for energy savings, cost efficiencies, major construction projections and retrofitting projects.

E&I recognizes the current unprecedented economic conditions and the possible rapid changes in cost. We will consider special considerations offered to address these market forces that would benefit our members.

There are often specific brands of the equipment that they utilize for the different areas and programs. Members may be purchasing for new construction of facilities and/or may be replacing, repairing, or renovating existing facilities. They are seeking contracts that will improve efficiencies, assist in lowering the supply chain costs, provide energy savings, and promote green and sustainable initiatives. Our member institutions currently purchase electrical equipment, supplies and services that are used in construction, utility and industrial applications through various suppliers.

In an effort to meet the higher education and K-12 market needs and requirements and to assure flexibility for our members we have listed some of the products and services in which we are requesting proposals.. Respondents shall list proposed manufacturers and as requested will provide applicable specifications. Additional manufacturers may be added to the listing as the awarded supplier adds to their product lines.

The members most often want to purchase the large orders or projects of equipment, supplies and services but at times may request a leasing or finance options. Respondents shall indicate this option within the RFP response.

The award(s) may be made to manufacturers or distributors. All respondents shall be a manufacture or an authorized dealer/distributor for the manufacturer of the products proposed.

6.2.1 The respondent (RFP response) should include the following features:

- (i). A discount structure for Electrical Equipment, Supplies and Services for the purchase of all goods and services on member orders placed.
- (ii). A discount structure for large single orders (exceeding \$50,000).



**Part 6: SCOPE OF SERVICES**

- (iii). Alternative leasing and financing for large projects that would enable members to consider sustainable, green construction projects and major projects in which they may require leasing and financing. This would include lease pricing and financing terms for members that would like to consider alternative purchase options. All documents would have to be legally accepted by the member’s institution. The supplier shall work with each institution to agree upon alternative purchase agreement that will meet the statutory requirements and needs of both parties.
- (iv). Additional volume discounts for utilization of contract such as increase in dollar volume.
- (v). Ability to work with member institutions in large construction contracts and the General Contractor or contractor(s) in use of the agreement on behalf of the member. Provide quotes for construction projects and track usage delivered to the institutions.
- (vi). An expedited delivery for members with requirements of near immediate shipment of products.
- (vii). The ability to add or delete products and manufacturers from current line of products.
- (viii). Ability for members to track order placement and/or to be regularly notified of order delivery status.
- (ix). Ability to accept trade-in equipment and offer credit for like equipment.
- (x). Complete response to all parts of the RFP.

**6.2.2 Member Participation**

Many institutions have Facilities Departments, Physical Plants, maintenance shops, construction shops on campus and others have service contracts in place. Nearly every institution purchases electrical products and services to some extent on a daily basis. The orders can be for large installations or wiring, data communication upgrades, new lighting systems being implemented to save energy, to a couple of rooms being renovated, to minor repairs by the maintenance shop. The attachment of categories is also separated into several categories. This listing is not meant to be restrictive but rather descriptive of the types of equipment, supplies, and services being requested.

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

Suppliers are encouraged to move existing accounts that members have in place to the new agreement. Large volume, specific member agreements may be considered as part of the awarded agreement. Members may consider this program as their existing agreements expire or if available may choose to opt out of existing agreements. For large dollar orders members may want to obtain a quote and negotiate pricing as allowed within the agreement. Members do retain the right to do individual member competitive solicitations.

E&I will post the awarded Vendor’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.

**6.2.3 Member Usage**

Spend data is varied based on the fact that some members’ orders fall under small dollar threshold. The utilization of multiple electrical manufacturers/distributors and are often hard to track within some institutions spend data. The equipment, supplies and services within this area has been considerable for the past five years as the construction costs increase as a whole. This area is identified as a priority (in excess of 50%) to the institutions to have a contract/agreement in place. Within current spend data from institutions, this category is one of the leading areas of spend for institutions. This RFP has been developed utilizing survey information in collaboration with APPA and E&I.

**Part 6: SCOPE OF SERVICES**

6.2.4 Delivery

Service and Delivery are important to the members and may be a consideration for award of the RFP. In many instances the member will have specific requirements such as for safety reasons for having the parts delivered within 1 -2 days. Some institutions may require delivery two or three times a week and this service must be available to the member at no extra cost. Standard deliveries for supplies are desired to be within 10-14 days after the order is placed. If the member requests a rush delivery it should be delivered within 1-2 days after the order is placed. It is important for the supplier to indicate their capabilities to deliver as needed and their willingness to work with each institution to assure their requirements are met. For a baseline on the delivery the following should be addressed in your proposal: (Alternatives may be proposed for consideration.)

**Base delivery:** The Vendor shall maintain sufficient inventory to provide delivery of products ordered within two days. Delivery shall be expected on regular working days and during normal hours of operation of the member institutions. The normal days and hours of operation are Monday through Friday from 8:00 AM until 5:00 PM. This may vary by member institution. If a needed product is not in stock the vendor may offer to substitute a product of equal or greater value that is manufacturer approved for use with the existing equipment for the same price. The member institution must approve any substitutions.

A member may request overnight delivery of supplies/ products not normally stocked by the vendor through their distribution center overnight at no additional charge. All supplies/ products shipped for overnight delivery shall be received by 12:00 PM the following day.

For delivery to special field location, the member may elect to pay the expedited freight charges, if agreed upon at the time the order is placed. Often the member has an express mail contract or ground service contract in place and may also opt to utilize their shipping contract to save on delivery of expedited delivery.

All orders for goods and supplies not delivered within the time as specified may be cancelled and purchased from another dealer/distributor unless:

- Prior approval is given for an extended delivery date and time by the member
- The order states an extended delivery date
- The Part Ordered by the supplier is lost in shipment to the supplier and the member agrees to accept a late delivery date.

Delivery is to be made at times, in quantities requested by the member (s). Multiple awards may be made to assure the availability of equipment, supplies and services. As equipment, suppliers, or services are required, the member will call or contact the vendor to check on contract pricing, availability and place orders. The contract pricing is being requested as F.O.B. Destination, with full freight allowed. (No freight added to the invoices). Also an alternative delivery pricing should be addressed with the member opting to use a vendor enablement program in Section 5.17B.

Delivery is to be made as specified by the member on large construction projects to General Contractors on-site. The delivery address shall identify that the materials are being utilized by an E&I member through a general contractor. These orders shall be included in the usage report as indicated in Section 5.4.1.

6.2.5 Emergency purchases

Members reserve the right to make Off-contract purchases of items included under this contract when emergency conditions exist.

**Part 6: SCOPE OF SERVICES**

- 6.2.6 Price Lists and Catalogs  
The respondent will be required to provide as a submittal with the pricing the current price list in written form or electronically. After the award, the successful vendor (s) will be required to supply as many catalogs and price sheets as requested by the members at no charge. The member will specify whether they prefer a written catalog or electronic catalog. In addition to catalogs, the respondent must indicate if they have a full on line service to find the equipment and supplies, parts versus the member identifying the catalog or part number. This capability may be considered as part of the evaluation.
  
- 6.2.7 Warranty  
Lifetime must be offered on those parts for which this coverage is standard. All capital equipment and compressors shall have a minimum five year warranty. All other equipment shall be guaranteed for a minimum of 2 year. The Vendor shall provide exchange replacements at no cost for parts failing within the lifetime, 5 yr, or 2yr warranty terms. Lifetime items will be warranted, regardless of whether this agreement is still in force. The Vendor should also track the product warranty for all equipment sold to campus/institutions.
  
- 6.2.8 Maintenance and Repair Parts  
All items delivered shall be new or an approved re-manufactured /rebuilt product. Items that are remanufactured /rebuilt shall be approved on a case by case basis. Approval must be made prior to shipment for any remanufactured/rebuilt items. Items delivered shall include containers suitable for shipment and storage  
  
No used, shopworn, demonstrator, prototype or discontinued goods or supplies will be accepted.  
  
**Stock Replenishment/Management:**  
  
Many institutions may utilize the contract (s) for stock replenishment for their various departments and/ or programs. Vendors may also offer these stock replenishment/management services within this proposal.  
  
For institutions that operate their own programs, any equipment, supply or part that is found to be defective upon installation shall be replaced at no charge to the institution. The necessary return authorization shall be issued immediately and return of the item(s) shall be facilitated by the vendor.  
  
Members may also elect to return supplies or parts for a full refund. This return will only be for supplies and or parts that are not used and will be in the original packaging. No restocking fees shall be charged. The necessary return authorization shall be issued immediately and return of the item(s) shall be facilitated by the vendor. As part of this agreement, the contractor must allow the return (for full credit) of items no longer need by the members, which have been purchased and stocked by the members (including current inventory). The vendor’s assistance in reviewing stock levels with members and periodically taking items back into stock, allowing full credit will be part of this contract.
  
- 6.2.9 Alternative pricing/funding of the purchase of goods and services for large projects may be offered as requested by a member to meet their needs. The vendor shall indicate the terms and conditions of the leasing and financing to facilitate the large projects.
  
- 6.2.10 Quality Classifications: This contract will include all levels of quality and allows the ordering entity to choose quality level needed for their use.
  
- 6.2.11 Product Specifications - The respondents shall submit with their proposals a full descriptive set of literature/catalogs for evaluation purposes.

## **Part 6: SCOPE OF SERVICES**

### **6.2.12 Product and Service Categories:**

The following Product and Service Categories have been identified and listed below. This list is meant to be descriptive not restrictive. Additional product and/or service categories may be included within your response.

Product and Service categories are listed on the price sheets on Attachment F and respondents are to provide the manufacturers/distributors/brands being proposed for consideration.

#### **Products:**

- 1. Wire and Cable**
- 2. Wiring Devices**
- 3. Surge and Power Protection**
- 4. Conduit and Raceways**
- 5. Fasteners**
- 6. Transformers, Capacitors, Fuses**
- 7. Boxes and Enclosures**
- 8. Fittings**
- 9. Circuit Breakers**
- 10. Termination, Tape, Splicing, Grounding and Marking**
- 11. Controls and Motors**
- 12. Relays and Timers**
- 13. Metering Products, Load Centers, Safety Switches**
- 14. Testing Instruments**
- 15. Heaters, Fans, Ventilation Equipment**
- 16. Tools**
- 17. Lamps, Lighting, and Ballasts**
- 18. Chemicals and Adhesives**
- 19. Data Communications Cable, Copper and Fiber**
- 20. Cabling Solutions and Pathways**
- 21. Fiber Optics Connectivity**
- 22. Cabinets and Racks**
- 23. Safety and Security/Notification Systems**
- 24. Automation Controls**
- 25. Other**

#### **Services**

- 1. Design Assistance**
- 2. Project Management**
- 3. On-Site Materials Management Services**
- 4. Recycling Solutions**
- 5. Integrated Supply Services**
- 6. Energy Assessments and Solutions**
- 7. Sustainability and Green Solutions**
- 8. Other**

**Part 7: FINANCIAL OFFER SUMMARY**

*Respondent 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. Respondents are to clearly state agreement with or exceptions to any terms or conditions in Part 3 in Tab 6 of their response. For any exceptions, written documentation is required.*

**7.1 Pricing**

Pricing is to be based on a percentage discount from Respondent’s lowest price column of the manufacturer’s/catalog price list and increases are limited to once every 12 months. The discount shall remain firm for the life of the Agreement unless improved to the benefit of E&I and the E&I membership. Prices for any items ordered are to be based on the lowest price column of the manufacturers/catalog price list in effect at the time of order placement. E&I must be notified in writing of any “proposed” changes a minimum of ninety (90) days prior to the planned implementation.

E&I recognizes the current unprecedented economic conditions and the possible rapid changes in cost. We will consider special considerations offered to address these market forces that would benefit our members.

Respondent shall submit one (1) hard copy of the current price list with the submitted proposal and five (5) CD copies. The lists must be updated continually throughout the agreement.

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

**7.2 Pricing Discounts**

Proposed pricing discounts (discount from the lowest price column of the manufacturer’s/catalog price list) and additional information are to be recorded and included in Tab 7 (see Part 3, 3.2)

**7.3 Additional pricing of products or services**

Respondents 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” under “Alternative Proposal” included in Tab 5 (see Part 3, 3.2). E&I retains the right to accept or reject additional items in part or in whole.

**7.4** Volume tiered discounts may be offered based on purchases in excess of \$50,000.

**7.5** Additional volume discounts may be offered based on the utilization growth and sales dollar volume increase on the anniversary of the contract agreement. The Respondent shall indicate the annual volume discounts that shall be factored into the pricing based on the utilization growth and sales dollar volume. Annually, on the anniversary date, the respondent shall review and report the utilization growth and sales dollar volume increase on the contract and indicate the additional volume discount in which the members of E&I are entitled. The additional volume discount shall be incorporated into the pricing effective within fourteen (14) days after the anniversary date. The additional volume discounts may be factored in the evaluation as part of the pricing for years 1-5 and the renewals.

The individual signing below has authority to submit this Pricing Section on behalf of Respondent

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

**Part 8: EXECUTION OF OFFER**

The undersigned Respondent 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 Respondent 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. Respondent acknowledges that E&I will rely on such statements, information and representations in selecting the successful Respondent(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 Respondent's acceptance of the evaluation technique and the Respondent'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 Respondent.
9. Respondent 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:			

**ATTACHMENT A – General Terms and Conditions**

**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 it's 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 it's 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.

**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.

**ATTACHMENT A – General Terms and Conditions**

**10. Indemnification of E&I and Member**

Supplier agrees to indemnify and hold harmless E&I and its Members from and against all liability, 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 damages or injuries incurred by or to the Member 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 coverage’s: (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 and is exempt from federal, state and excise and other taxes imposed for services rendered and products, equipment or parts supplied. 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.

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. The 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.



**ATTACHMENT A – General Terms and Conditions**

**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, Debarment, and Terrorism**

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

**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.

**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.

**ATTACHMENT A – General Terms and Conditions**

**26. Termination and Termination for Default**

E&I may terminate this Agreement for any reason, including changes in the market price of the products, by delivering not less than thirty days (30) prior written notice thereof to Supplier. In addition, 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 10 days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement.

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.

**27. 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.

**28. 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 shall 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 member’s states regarding the disclosure of proposal information.

**29. 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.

**30. 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.

**31. 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.

**32. 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.  
E&I Cooperative Service Inc.  
2 Jericho Plaza, Suite 309  
Jericho, NY 11753

If to <name of supplier> : <Contact name>  
<Name of Company>  
<Address>  
<City, State, Zip code>

**ATTACHMENT B – Vendor Report File (VRF)**

See Excel Spreadsheet marked Attachment B (separate sheet)

**ATTACHMENT C - Compliance language- State of Washington**

The University of Washington and other Washington State Institutions of Public Higher Education may be interested in purchasing the product(s) included in this solicitation. Therefore, pursuant to the Interlocal Cooperative Act, RCW 39.24, which provides that all members of the Interlocal Agreement for Cooperative Purchasing by Washington Institutions of Public Higher Education (WIPHE) will be eligible to purchase from the award of this solicitation, if all parties are willing, below is a listing of members institutions who may desire to utilize the contract(s) resulting from this solicitation. ***It is requested that Attached WIPHE RESPONSE FORM, be properly executed and submitted with your response.***

Suppliers should be aware that if other institutions of Higher Education elect to utilize the contract(s) awarded as a result of this solicitation they may have different administrative or delivery requirement. It will be the responsibility of the participating institutions to negotiate specific clauses with vendor(s). The modifications should not impair or substantially change the original contract. Members of WIPHE will issue their own purchase orders and designate delivery locations if they acquire items pursuant to contract awarded as a result of this solicitation.

\*\*\*\*\*

**OBTAIN A WIPHE CONTRACT NUMBER:**

If vendors agree to sell to the WIPHE Institutions, the University of Washington will assign a WIPHE Contract number and report the information to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and UW will maintain a master list and update the WIPHE website.

**ATTACHMENT C - Compliance language- State of Washington**

ATTACHMENT D (continued)

**WIPHE RESPONSE FORM**

**THIS FORM MUST BE RETURNED WITH BID RESPONSE**

**Vendor AGREES to sell items included in this invitation to bid to other WIPHE institutions at prices offered, unless otherwise noted below:**

\_\_\_\_\_ **DOES NOT agree to sell to other WIPHE Institutions.**

\_\_\_\_\_ **AGREES to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)**

**Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:**

Washington Institutions of Public Higher Education (WIPHE)

**FOUR YEAR UNIVERSITIES:**

CENTRAL WASHINGTON UNIVERSITY  
EASTERN WASHINGTON UNIVERSITY  
THE EVERGREEN STATE COLLEGE  
UNIVERSITY OF WASHINGTON  
WASHINGTON STATE UNIVERSITY  
WESTERN WASHINGTON UNIVERSITY

EVERETT Community College  
GRAYS HARBOR College  
GREEN RIVER Community College  
HIGHLINE Community College  
LAKE WASHINGTON Technical College  
LOWER COLUMBIA College  
OLYMPIC College  
PENINSULA College  
PIERCE College  
RENTON Technical College  
SEATTLE CENTRAL Community Colleges  
SHORELINE Community College  
SKAGIT Valley College  
SOUTH PUGET SOUND Community College  
SPOKANE Community Colleges  
STATE BOARD for Technical & Community Colleges  
WENATCHEE Valley College  
YAKIMA Valley Community College  
WHATCOM Community College

**COMMUNITY AND TECHNICAL COLLEGES:**

BATES Technical College  
BELLEVUE Community College  
BELLINGHAM Technical College  
BIG BEND Community College  
CASCADE Community College  
CASCADIA College  
CENTRALIA College  
CLARK College  
CLOVER PARK Technical College  
COLUMBIA BASIN College  
EDMONDS Community College

**ATTACHMENT D - HUB Forms - State of Texas**

Respondents 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.tbpc.state.tx.us/hub/forms/hubsubcontplan.html>

**Respondents 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.**

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

---

Authorized Signature

---

Company and address

**ATTACHMENT E – Mutual Non-Disclosure Agreement**



*Lower Costs for Higher Ed*

**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 Service, Inc.**

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**Company Name**

---

By (Signature)

---

**Gary D. Link**  
By (Print Name)

---

**Senior Vice President Contracts and Support Services**  
Title

---

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

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

---

**Company Name**

---

By (Signature)

---

By (Print Name)

---

Title

---

E-Mail

---

Tel#      Fax#

<b>For E&amp;I Office Use Only</b>	
Date Member list sent to Supplier contact _____	
Sent by: _____	

**ATTACHMENT F – Price and Discount Sheets**

Note: Products and Services are listed on the price/discount sheets below. Additional products and services may be proposed for consideration. Respondents need to identify manufacturer/brand. Price lists submitted are to be the latest, most recent price list. Respondent’s shall provide literature, specifications, and descriptive information as requested.

**Electrical Equipment, Supplies, and Services**

<b>Products</b>	<b>Manufacturer/Distributor</b>	<b>Discount from List</b>
-----------------	---------------------------------	---------------------------

- |   |       |       |
|---|-------|-------|
| 1. Wire and Cable                                       | _____ | _____ |
| 2. Wiring Devices                                       | _____ | _____ |
| 3. Surge and Power Protection                           | _____ | _____ |
| 4. Conduit and Raceways                                 | _____ | _____ |
| 5. Fasteners  | _____ | _____ |
| 6. Transformers, Capacitors, Fuses                      | _____ | _____ |
| 7. Boxes and Enclosures                                 | _____ | _____ |
| 8. Fittings   | _____ | _____ |
| 9. Circuit Breakers                                     | _____ | _____ |
| 10. Termination, Tape, Splicing, Grounding, and Marking | _____ | _____ |
| 11. Controls and Motors                                 | _____ | _____ |
| 12. Relays and Timers                                   | _____ | _____ |
| 13. Metering Products, Load Centers, Safety Switches    | _____ | _____ |
| 14. Testing Instruments                                 | _____ | _____ |



**ATTACHMENT F – Price and Discount Sheets**

<b>Products</b>	<b>Manufacturers/Distributors</b>	<b>Discount from list</b>
15. Heaters, Fans, Ventilation Equipment	_____	_____
16. Tools	_____	_____
17. Lamps, Lighting, and Ballasts	_____	_____
18. Chemicals and Adhesives	_____	_____
19. Data Communications Cable, Copper and Fiber	_____	_____
20. Cabling Solutions and Pathways	_____	_____
21. Fiber Optics Connectivity	_____	_____
22. Cabinets and Racks	_____	_____
23. Safety and Security/Notification System	_____	_____
24. Automation Controls	_____	_____
25. Other	_____	_____

**ATTACHMENT F – Price and Discount Sheets**

For Services listed, please indicate on a separate attachment a brief description of services, scope of service, deliverables and qualification of employees that would be utilized in the performance of the services.

If pricing should be indicated in another manner, please attach proposed suggested pricing format.

<b>Services</b>	<b>Discount from List</b>
1. Design Assistance	_____
2. Project Management	_____
3. On-Site Materials Management Services	_____
4. Recycling Solutions	_____
5. Integrated Supply Services	_____
6. Energy Assessments and Solutions	_____
7. Sustainability and Green Solutions	_____
8. Other Services	_____