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1. General Overview

1.1 Description of Cooperative

Educational & Institutional Cooperative Services, Inc. (“E&I”) is the only member-owned, non-profit sourcing cooperative exclusively focused on serving the education community. And because it’s our sole focus, we are uniquely equipped with the knowledge, experience, and passion to meet the specialized needs of educational procurement. E&I is a member-owned New York non-profit corporation established in 1934 and is governed by a Board of Directors. The Board of Directors is a group of professionals who are elected by the E&I Membership. The Board provides oversight to ensure the Members’ needs are addressed and met. Our Membership is comprised of public and private universities and colleges, community colleges, other affiliated Members, K-12, and teaching healthcare facilities throughout the United States.

Our mission is to assist our Members in creating supply-chain efficiencies, lowering costs and reducing risks by collaborating with our Members, suppliers and strategic partners. We deliver exceptional value to higher education, K-12 and related communities by making it easy for them to access high-quality contracts, strategic sourcing expertise, insights and unrivaled customer service.

1.2 Project Overview

E&I, in cooperation with the University of Michigan, Harvard University, University of Texas-Austin and the University of Cincinnati, is requesting proposals for **Tail Spend Management through a Digital Marketplace** for use by E&I Members. E&I is committed to utilizing purchasing and business practices in accordance with the National Association of Educational Procurement Code of Ethics.

The primary goals of this Request for Proposal are to:

- (1) assist our Members in obtaining the absolute lowest cost and best value that exceeds other public sector consortia agreements for a digital marketplace to support and leverage the management of tail spend,
- (2) establish a strategic sourcing partnership with selected business partner(s) and
- (3) enhance our position as the premier Procurement Cooperative for Education.

This RFP and the ensuing process is to provide Respondents with the information, requirements and specifications necessary for the preparation of a professional and comprehensive proposal which will provide E&I Members a vehicle to acquire the products and services as outlined in this Scope of Work. E&I seeks to award one or more contracts to providers of online platforms that own, operate, and manage their dynamically priced digital online platform that can be implemented as either part of an existing eProcurement solution being utilized by an E&I Member or as a stand-alone solution on the Members intranet. E&I is not looking for development services or commercial software that can be configured into an online platform. Successful platforms are expected to offer a wide range of general products and routine items through a Business-to-Business (B2B) platform. The target market for this RFP is tactical, small dollar, high volume spend rather than strategic purchases.

1.3 Problem Statement

Institutes of higher education as well as K-12 organizations typically have a portfolio of contracts through which a significant volume of spend is transacted on an annual basis. Tail spend is typically referred to as non-contract, ad hoc spending and uncategorized purchasing that takes place which is low in volume, frequency or value. However, tail spend for many institutions can become a very high volume of low dollar transactions. Many institutions do not prioritize tail spend management which can be up to or beyond 20% of organizational spending and 80% of transactional orders.

The Management of tail spending is complicated, and the effort and time required to manage the high volumes of data, combined with the lack of strategic importance can typically make this area low priority despite the opportunities it presents to be able to pull spend under management. The biggest challenge in managing tail spend is the lack of data visibility. Data Management and visibility through a digital marketplace will be critical factors within this RFP to allow E&I Members to manage their tail spend more systematically and analytically as well as increase efficiency and productivity while reducing supplier risk and increasing user satisfaction.

1.4 Objectives of this RFP

Response to this RFP shall describe how the proposed dynamically priced digital platform meets the requirements identified within this RFP and shall include a list of the product categories and subcategories offered through the platform to meet the requirements of being a general digital procurement platform. To support the management of low dollar, high transaction spend,

a Respondent must be able to span four or more of the following primary categories of products with any number of supporting subcategories. The six categories of products shall include the following:

- Facilities & Construction
- Industrial Supplies and Products to maintain, install, and repair facilities
- Information Technology
- Research and Scientific (including Medical)
- Office Management and Supplies
- Grocery and Food Supplies, Equipment and Distribution

Please note, Respondents must have a functioning online platform with B2B capabilities. E&I is not seeking development services to build a new platform or configurable software to create a new platform. The following objectives will be considered as part of the evaluation process.

- (1) **Cost Reduction:** Minimize procurement costs associated with tail spend by leveraging the purchasing power and competitive pricing available through a digital marketplace.
- (2) **Process Optimization:** Streamline the procurement process for tail spend by optimizing the purchasing activities through a digital marketplace.
- (3) **Vendor Consolidation:** Consolidate, rationalize, and simplify the vendor management and enhance purchasing control by directing tail spend purchases, reducing the number of suppliers, negotiating favorable terms and leveraging volume discounts and rebates.
- (4) **Data driven Decision Making and Contract Compliance:** Enable informed decision making by procurement stakeholders through access to real time data and reporting capabilities to gain insights into tail spend patterns, supplier performance and purchasing trends.
- (5) **User Adoption and Satisfaction:** Increase user satisfaction and engagement by offering a user-friendly interface, intuitive purchasing experience and access to a wide range of products and suppliers through the digital marketplace.
- (6) **Risk Mitigation:** Mitigate risks associated with tail and social spend procurement, including quality control issues, supplier reliability and security concerns through implementation of safeguards, quality assurance measures and supplier performance.
- (7) **Continuous Improvement:** Drive ongoing enhancements and efficiencies in tail spend management practices, identify opportunities for further cost savings and maximize the value derived.
- (8) **Enhanced Environmental, Social, & Governance (ESG) Opportunities:** Recognizing the importance of ESG considerations, this RFP includes an objective to prioritize diversity, sustainability and local spend initiatives within the procurement process.

1.5 Contract Volume Estimates

Based on evaluation of Members' operating expenses and extrapolation of existing information, the estimated value of transactions resulting from contracts from this RFP is anticipated to be ~\$1.3B annually. The value potential has been determined based on overall market opportunity. This is intended to be a directional input for our future business partners and not a volume commitment.

1.6 Member Participation

Once the awarded Respondent(s) has/have been established and the Agreement(s) finalized, individual E&I Members (in some situations Member departments) will review the awarded Respondent's program and determine their individual participation. See Section B43 of E&I's Master Agreement Template General Terms and Conditions for specific details on how Members participate in awarded Respondent's program. The awarded Respondent's program includes the Agreement along with additional supporting materials (if any) developed by the awarded Respondent.

Upon award of a Master Agreement from this RFP, Respondent(s) shall be provided an electronic file listing of E&I Members. Updated versions will be sent as needed. E&I will post the awarded Respondent's program on the E&I internal web site which is password protected and only available to E&I Members.

Membership in E&I should not be construed as any form of commitment to the resulting Agreement(s) by an E&I Member. No representation is made that any quantities will be purchased or that services will be utilized.

2. Standard RFP Provisions

2.1 Definitions

The following are the definitions of general terms used in this RFP.

DAYS: All days specified are based on calendar days unless otherwise noted.

EDUCATION: The combination of Higher Education and K-12.

GO TO MARKET: Strategy or action plan specifying how the Respondent will utilize its inside and outside resources (e.g. sales force and distributors, marketing initiatives, etc.) to deliver its products and/or services to the Education market through an E&I contract.

<u>Contract Region Key</u>	<u>States</u>
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

GREATEST BENEFIT: The decision for award will be based on an overall combination of variables such as quality, price and various elements of required service that in total are optimal relative to the needs of the E&I Membership.

HIGHER EDUCATION: All Universities, Colleges, Healthcare Facilities (private and public), i.e., Associate, Bachelor, Master, and/or PhD in the United States, that provide for advanced learning and/or grant degrees. These Universities, Colleges and Healthcare Facilities may or may not be members of E&I.

HUBS: Historically Underutilized Businesses e.g., minority, women-owned businesses (for the State of Texas, Certified HUBS within the State of Texas).

K-12: All School Systems and Districts (private and public) in the United States that provide education for students in Kindergarten through 12th Grade. These School Systems and Districts may or may not be members of E&I.

MANUFACTURER: Indicates an entity that makes the products from raw materials outlined in this RFP, all of its agents, and employees.

MAY: Indicates something that is not mandatory but permissible/desirable.

MEMBERS: Includes Institutions, Universities, Colleges (private and public) and K-12 schools that are listed in the E&I record.

MONTH END: Shall mean the last calendar day of each month.

MOST RESPONSIBLE: A Respondent whose reputation, past performance, and business and financial capabilities are such that the Respondent would be deemed most capable of satisfying Member needs for a specific contract.

MUST, SHALL, WILL: The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions. E&I will not waive Responder’s material deviation from any of the mandatory requirements.

MWBE: Minority, Woman-owned Business Enterprises.

NATIONAL AGREEMENT: E&I awards an Agreement which is available throughout the United States (including Alaska and Hawaii).

REGIONAL AGREEMENT: E&I may elect to award an Agreement by Geographical Areas of the United States. See table below for geographic breakdown:

RESPONDENT: Entity who submits a proposal to an RFP.

RESPONSIBLE: A Respondent is responsible if they are capable or qualified to perform the work.

RESPONSIVE: A proposal is responsive if it meets all of the requirements of the RFP.

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.

SOLE POINT OF CONTACT: The Sourcing Manager or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

SUCCESSFUL RESPONDENT: The Respondent(s) or individual(s) who are the recommended recipient(s) of the award of a contract under this RFP (also synonymous with “Payee,” “Offeror,” “Contractor,” “Vendor,” and “Supplier”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

SUPPLIER: Indicates an entity that distributes/furnishes the products and or services of a company, all of its agents, and employees. For the purposes of this RFP, the terms Supplier and Respondent may be used interchangeably.

2.2 Term

The Agreement term will be for five (5) years with the option of one five (5)-year renewal. Exercise of any renewal will require formal written notification and mutual agreement between E&I and Respondent at least one (1) year prior to Agreement expiration.

If this RFP results in an Agreement, a hold-over clause may be invoked by the E&I member on a month by month or year by year basis as per the agreement between the member and Respondent utilizing the same terms and conditions as listed in Agreement between the awarded Respondent and E&I.

2.3 Sole Point of Contact

Jill Schunk

Vice President, Strategic Alliances
Educational and Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, New York, 11753-1671
Voice: 812.327.5912
E-Mail: jschunk@eandi.org

B.J. Posey

Sourcing Manager
Educational and Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, New York, 11753-1671
Voice: 205.966.0539
E-Mail: bposey@eandi.org

Respondents to this RFP or persons acting on their behalf shall not contact any E&I employee, officer, or agent; any E&I Board of Directors; or any E&I Member concerning any aspect of this RFP, except in writing to the Sole Point of Contact, from the date of release of this RFP through the official award date. Violation of this provision may be grounds for rejecting a proposal response. See Section 3.4 on how to submit questions.

2.4 Evaluation Process

Any contract(s) resulting from this Request for Proposal will be awarded in writing to responsive and responsible Respondents whose proposal, in the opinion of the evaluation team, offers the greatest benefit to our members when considering the total value including the quality, service levels, customer service and total cost (including any trade, prompt payment discounts, and other miscellaneous charges).

All proposals should be complete to be considered responsive. If the proposal fails to conform to the requirements of the RFP, E&I and/or the RFP evaluation team will determine whether the variance is significant enough to consider the proposal.

The RFP evaluation team conducts its evaluation across the criteria listed in section “2.5 Evaluation Criteria.”

As part of the evaluation process, E&I may require a demonstration/presentation before the award is made and the demonstration/presentation may be considered as an additional factor in award. In addition, E&I may decide to make site visits, as needed, during the evaluation process which shall be coordinated with the respective Respondent(s).

2.5 Evaluation Criteria

The RFP evaluation team will review and evaluate RFP responses according to the following weighted criteria based on a total of 100 points.

No.	Criteria	Criteria Overview	Points
1	Company Overview & Supplier Capability	<ul style="list-style-type: none"> • Education Industry Footprint • Company Experience • Service Capability • Product and/or Service Offering (including environmentally sustainable products and solutions) • Ordering product and platform (online, e-commerce, p-cards, billing, and access to electronic catalogs) • Performance Tracking & Reporting • Quality Management • Training, Support & Account Management • Ability to support catalog cultivation to block categories or bring other suppliers to the surface to support diverse, sustainable and social spend. • ADA 508 Compliance and Data Security 	25
2	Environmental, Social, & Governance (ESG)	<ul style="list-style-type: none"> • Company Program and Overall Commitment to ESG programs • Existing Initiatives • Catalog Cultivation, Reporting, Metrics, & KPI's (including but not limited to buy local, diversity and sustainability spend reporting) 	10
3	Contract Alignment & Connection	<ul style="list-style-type: none"> • Contract connection process to Member • Contract channeling to E&I (direct, net new, etc.) • Reporting on E&I Member spend 	5
4	E&I Risk Profile	<ul style="list-style-type: none"> • RFP response quality • Litigation • Financial Health • Existing contracts with direct competitors 	10
5	Adherence to Terms & Conditions	<ul style="list-style-type: none"> • Supplier Performance Expectations • Compliance with RFP specifications • Compliance with Master Agreement terms & conditions • Compliance with Members' institutional policies, federal, state, and local legal and regulatory requirements and policies 	5
6	Scope Requirements	<ul style="list-style-type: none"> • Questions related to the scope of the RFP 	25
7	Economic Value and Financial Overview	<ul style="list-style-type: none"> • Financial Offer Requirements & Proposal • Financial Reporting Capabilities 	20

2.6 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 Respondent's proposal.

2.7 Protest Procedures

Any actual or prospective Respondent (“Protesting Party”) who is aggrieved in connection with a solicitation or selection for award may file a written protest up to seven (7) calendar days after issuance of a Non-Award Letter in accordance with the procedures described herein and pursuant to the Protest Rules in the Execution of Offer.

2.7.1 Filing of Protest

1. The Protesting Party shall send its written protest to:

Senior Vice President, Sourcing
E&I Cooperative Services, Inc
Attention: Solicitation Protest
2 Jericho Plaza, Suite 309
Jericho, NY 11753

In addition to sending the written protest to the address listed below, the Protesting Party shall also send an electronic copy to supplierrelations@eandi.org.

2. The written protest shall contain the following:
 - a. Name, address, telephone number, fax number, and email address of the Protesting Party.
 - b. The signature of the Protesting Party or their representative.
 - i. The signature of an attorney or Protesting Party on a protest or other document constitutes a certificate by the signer that the signer has read such document, that to the best of the signer's knowledge, information, and belief formed after reasonable inquiry, and that it is not interposed for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay, or needless increase in the cost of the procurement. If a protest or other document is signed in violation of this subsection before or after appeal to the Chief Operating Officer & Treasurer, the Protesting Party shall be liable to pay E&I the amount of the reasonable expenses incurred because of the filing of the protest, including E&I's reasonable attorneys' fees.
 - c. Identification of the solicitation and award that is being protested.
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents.
 - e. The form of relief requested.
3. E&I shall be entitled to payment of its reasonable expenses incurred because of the filing of the protest, including E&I's reasonable attorneys' fees, in the event of a decision by the Chief Operating Officer & Treasurer that:
 - a. A protest or other document was signed, before or after appeal to the Chief Operating Officer & Treasurer, in violation of subsection 2.b.(i) above;
 - b. The protest has been brought or pursued in bad faith; or
 - c. The protest does not state on its face a valid basis for protest.
4. The Protesting Party shall post a bond in an amount of \$10,000 at the time of filing the written protest payable to E&I Cooperative Services, Inc. Such protest bond shall be in form and substance acceptable to E&I and shall be immediately payable to E&I to secure payment under section 3 above. E&I does not waive any right to seek payment of additional amounts if the bond is not adequate to reimburse E&I the full amount of its reasonable expenses caused by the protest.
5. E&I shall hold such protest bond for at least fourteen (14) calendar days after the date of the final determination by E&I. If the Protesting Party appeals the determination in accordance with the procedures herein, E&I shall hold such protest bond until instructed by the Chief Operating Officer & Treasurer to either keep the bond or return it to the Protesting Party.
6. The Senior Vice President, Sourcing shall have the authority to resolve the protest. If deemed necessary, the Senior Vice President, Sourcing may request a meeting with the Protesting Party to seek clarification of the protest issues.
7. The Senior Vice President, Sourcing shall promptly issue a decision in writing within seven (7) calendar days of receipt of the written protest. E&I will mail a copy of the decision or otherwise furnish a copy to the Protesting Party which will include the reasons for the action taken.

2.7.2 Waiver of Protest

Any of following actions shall constitute a Protesting Party's waiver of protest proceedings and litigation.

1. If the Protesting Party does not adhere to the Protest procedures as outlined herein to include filing a written protest within seven (7) calendar days after issuance of a Non-Award Letter in conjunction with an E&I competitive solicitation, or in the case of an appeal within five (5) calendar days of the protest decision.
2. If the subject matter of the Protest was known or should have been known to the Protesting Party before the Deadline for Submission of RFP-Related Written Questions and the Protesting Party did not raise the issue in a written comment.
3. If the Protesting Party fails to post a bond at the time of filing the written protest payable to E&I Cooperative Services, Inc. in an amount equal to \$10,000. The bond shall be conditioned upon the payment of all costs which may be adjudged against the Protesting Party filing the protest action.

2.7.3 Appeals

1. The Protesting Party may file an appeal of the decision made by the Senior Vice President, Sourcing with the Chief Operating Officer & Treasurer, within five (5) calendar days of the written protest decision.
2. The Protesting Party shall send Appeals to:

Chief Operating Officer & Treasurer
E&I Cooperative Services, Inc
Attention: Protest Appeals
2 Jericho Plaza, Suite 309
Jericho, NY 11753

In addition to sending the written appeal to the address listed below, the Protesting Party shall also send an electronic copy to supplierrelations@eandi.org.

3. The decision by the Chief Operating Officer & Treasurer is final and shall be given in writing and submitted to the Protesting Party within five (5) calendar days of receipt of the written appeal.
4. No further appeal of E&I decision on the protest is authorized, and Respondent expressly waives any right to invoke any other authority or dispute resolution mechanism concerning matters addressed by these Protest Procedures.

3. Proposal Response Requirements

All proposals are subject to the conditions specified herein. E&I, in its sole discretion, may reject a Proposal as non-responsive if Respondent fails to follow these instructions and requirements.

3.1 Tentative Schedule of Events

The following is a tentative schedule of events for this RFP:

Activity	Due Date
Request for Proposal issued (“Open Date”)	11/25/2024
4 PM ET Deadline for submission of RFP-related written questions (“Q&A Submission Close Date”)	01/07/2025
E&I Response to RFP-related questions	01/09/2025
2 PM ET Deadline for Receipt of Proposals (“Close Date”)	01/10/2025
Evaluation and Supplier Clarifications Begin	01/13/2025
Anticipated Acceptance and Execution of Agreement	02/15/2025
Implementation Begins	04/01/2025

3.2 Proposal Submission

- 3.2.1 Proposal responses must be submitted via E&I’s Electronic Sourcing Solution via the link below and clicking on the “Respond Now” button.
<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=EandICooperative>
- 3.2.2 Hard copy submissions or submissions through any other medium other than through [E&I’s Electronic Sourcing Solution](#) are not permitted.
- 3.2.3 Proposal responses shall be submitted exactly as outlined, and the required information shall be provided in the section under which it is requested. Respondents may not combine or reorganize headings and/or requests for information or indicate the information will be included in another section. Proposal responses shall not refer E&I to any location outside the requested sections noted within the required format below (i.e. links to external website).
- Prerequisites – Review the following prerequisites and certify acknowledgment where indicated.
 - RFP Provisions and Specifications
 - Execution of Offer and Certifications
 - Supplier Attachments – Upload additional files relevant to proposal response. NOTE: Information submitted that is not requested by E&I may be considered to be supplemental and not subject to evaluation.
 - Questions – Review and respond to each question section.
 - Overview & Capability
 - Environmental, Social, & Governance
 - Contract Alignment & Connection
 - E&I Risk Profile
 - Adherence to Terms and Conditions
 - Scope Questions
 - Economic Value & Financial Overview
 - Q&A Board – Ask sourcing event-related questions, receive responses, read other public questions and answers, and respond to buyer-submitted questions. See additional information in section 3.4.
- 3.2.4 Proposals must be received by the RFP Close Date/Time Deadline.
- 3.2.5 Each Respondent is solely responsible for the timely delivery of its proposal. Failure to meet the proposed date and time shall be grounds for rejection.
- 3.2.6 DO NOT ALTER THE RFP document IN ANY WAY. The only acceptable changes or alterations to the RFP will be made in the form of addenda issued only by E&I.

- 3.2.7 A Supplier may withdraw or modify its proposal prior to the Close Date/Time Deadline.
- 3.2.8 Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired. E&I will not pay for any information requested nor is it liable for costs incurred by the Respondent in responding to this RFP.
- 3.2.9 All submitted proposals constitute an offer by each respective Respondent and shall remain irrevocable for a period of 180 days following the Submission Deadline.
- 3.2.10 If Respondent's proposal deviates from these instructions, such proposal may, at E&I's sole discretion, be rejected.

3.3 Upload Instructions and Recommendations

- 3.3.1 Submissions are to be uploaded prior to the Close Date/Time Deadline as indicated in Section 3.1 Tentative Schedule of Events. It is strongly recommended to allow sufficient time and at least ONE (1) hour before the Close Time to begin the uploading process and to finalize submission.
- 3.3.2 Each item of Requested Information is instantly sealed (no one from E&I can review) and will only be visible after the Close Date/Time. Submissions may be edited as needed up until the Close Date/Time.
- 3.3.3 Responders may elect to utilize the import/export feature to export questions into Excel in order to work on responses offline and import into the system upon completion.
- 3.3.4 Keep in mind that when answering questions in the provided text box within the system (if applicable) there is a limit to the number of characters you can use in your response. The dynamic character limit counter at the bottom of each text box will display the remaining characters available.
- 3.3.5 Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. The maximum upload file size is 50 MB. If your file is greater than 50 MB, you can either break it up into multiple files as there is no limit to the number of files less than 50 MB. Alternatively, you could also provide a link to an online file share location (i.e. Dropbox, Box, Google Drive, Microsoft OneDrive/SharePoint etc.).
- 3.3.6 Do not embed any documents within your uploaded files, as they will not be accessible or evaluated.
- 3.3.7 Information submitted that is not requested by E&I may be considered as supplemental and not subject to evaluation.
- 3.3.8 Any questions relating to log-in issues or technical issues, including attachments, can be submitted to our third-party software host, Jaggaer via a Support Form:
<https://go.jaggaer.com/SupplierSupportRequest.html> or via (800) 233-1121, option 2 then option 2.

3.4 Respondent Questions

All sourcing event-related communications between Respondents and E&I is managed and tracked in [E&I's Electronic Sourcing Solution](#) through the RFP Event's Q&A Board.

- 3.4.1 Use the Question & Answer (Q&A) Board within the RFP event of [E&I's Electronic Sourcing Solution](#) to ask any questions. Refer to the Tentative Schedule of Events for the last day to submit questions. At all times it shall remain the responsibility of the Respondent participating in the RFP to check the RFP event for any addenda, notices or award decisions and the Q&A Board for updates. No further notice will be given.
- 3.4.2 Respondents are expected to raise any questions or concerns they have regarding the RFP. If Respondent discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, Respondent should immediately notify the Sole Point of Contact of the deficiency and request modification or clarification of the RFP document using the Q&A Board.
- 3.4.3 Any questions and responses specific to the terms and conditions, process, procedures, language, specifications and other parts of the RFP may be made public and may be shared with other Respondents. Do not provide any proprietary information in a question or in a response to an answer to a question.
- 3.4.4 Only those communications that are in writing from E&I shall be considered as a duly authorized expression on behalf of E&I. Respondents may not consider any verbal instructions as an official expression on E&I's behalf. **QUESTIONS DIRECTED TO, OR ANY PROPOSALS RECEIVED FROM ANY OTHER PERSON, AGENT, OR REPRESENTATIVE OF E&I WILL NOT BE CONSIDERED VALID OR BINDING.** Also, E&I will

recognize only communications from Respondents that are either signed and in writing or submitted directly within E&I's Electronic Sourcing System as duly authorized expressions on behalf of the Respondent.

3.5 Rights Reserved by E&I and Restrictions on RFP Process

- 3.5.1 E&I reserves the right to issue Addenda to the RFP at any time prior to the Close Date/Time.
- 3.5.2 E&I reserves the right to cancel this RFP or reject any or all proposals or any part thereof at any time.
- 3.5.3 E&I reserves the right to award multiple contracts if deemed by E&I to be in the best interest or the best interest of the E&I Membership. Consequently, any contract awarded does not provide a responsive exclusive right unless explicitly stated by E&I.
- 3.5.4 E&I reserves the right to make an additional award to the highest ranked diverse supplier.
- 3.5.5 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.
- 3.5.6 If this RFP is regional in scope, E&I, upon mutual agreement of the Respondent, may expand the Agreement to additional regions or nationally.
- 3.5.7 E&I, in its sole discretion, reserves the right to reject any and all proposals and in particular, any proposals not containing complete information or data as required.
- 3.5.8 E&I reserves the right to waive any irregularity in any proposals received.
- 3.5.9 E&I reserves the right to select the most responsible Respondent(s) without further discussion, negotiation, or prior notice.
- 3.5.10 E&I may presume that any proposal is a final proposal revision (otherwise known as a "Best-and-Final Offer").
- 3.5.11 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.
- 3.5.12 **Any discussion with E&I personnel, other than the Sourcing Manager and the Sole Point of Contact for this RFP identified in section 2.3 above 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.**
- 3.5.13 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.
- 3.5.14 Respondent proposals will be opened and reviewed at the convenience of E&I.
- 3.5.15 All proposals and related information submitted become the property of E&I; they will not be returned and may be subject to disclosure under the Freedom of Information Act, Open Records laws or other laws existing in E&I Members' states. As such, proposal(s) may be released to third parties, without prior notice to Respondent(s), as required to comply with legal requirements.
- 3.5.16 Respondents must clearly indicate which portions of their response are "Confidential" – considered to contain confidential or proprietary information.

4. Scope of Products and Services

Respondents shall respond to the following scope questions associated with your full digital marketplace and additional value-added services under the term of this RFP. Respondent shall provide goods, equipment, materials, and products that are new unless otherwise specified of good quality and free from defects.

This solicitation seeks the convenience of one-stop shopping, a broad assortment of goods and the ability to shop online through a digital marketplace and mobile apps in a marketplace that offers the convenience of prompt delivery at no cost to the Members utilizing the awarded contract(s). The awarded supplier(s) should have the ability to offer many categories of goods and services to fulfill the tail spend needs; examples include but are not limited to office products, breakroom products, food, grocery, home and kitchen products, classroom, electronics, facilities, restroom, animal supplies, food and equipment, clothing, and miscellaneous other categories like, but not limited to automotive care, business services, beauty, sports & fitness, hospitality, gift cards, photos and customizations, bonus offers, business delivery, club services and event savings, bottled water, wholesale club partners or optical and health services. Respondents must be able to respond to a minimum of four categories as identified in section 1.4 Objectives of this RFP to be considered viable for review of response.

4.1 Scope

Respondents to this RFP are expected to propose detailed approaches and methodologies for delivering the services aligned with the Scope of Work, including:

- 4.1.1 Describing the experience or any competitive advantage your company has with reference to the scope of this RFP.
- 4.1.2 Describing your company's ability to provide a digital marketplace to support tail spend management.
- 4.1.3 Identifying the various categories to be provided within your marketplace.

Additionally, Respondents are required to focus on the following areas:

- 4.1.4 Cost Reduction:
 - i. Define how this will lead to measurable reductions in procurement costs for low-value, non-strategic purchases, contributing to overall cost savings for E&I Member institutions.
 - ii. How can you support E&I Members in their ability to conduct a comprehensive analysis of tail spend to identify procurement patterns, spending trends and areas of opportunity for cost reduction and process optimization of that spend transacted through the digital marketplace.
- 4.1.5 Procurement Process Optimization:
 - i. Describe how your digital marketplace improves efficiency and productivity.
 - ii. Identify your ability to provide training and support to internal stakeholders to promote user adoption and compliance.
- 4.1.6 Vendor Identification and Consolidation:
 - i. Describe your ability to support Members with consolidation of tail spend purchases, identification of vendors to leverage volume discounts and streamline vendor management. Provide examples of reporting to support this.
 - ii. Identify how your solution will help to consolidate and rationalize the vendor base for E&I Members for tail spend management. How do you identify and value this?
- 4.1.7 Compliance Management:
 - i. One of the goals of this RFP and the ensuing process is to enhance compliance with organizational policies, procurement guidelines and regulatory requirements through better visibility and control over tail spend purchases. How do you establish and enforce compliance with organizational procurement policies, guidelines and regulatory requirements?
 - ii. What are your capabilities around controls and approval workflows to prevent maverick spending, ensure proper authorization and enhance the auditability of procurement activities?
 - iii. How can you support the compliance of internal procurement policies and external regulations, mitigate risks associated with maverick spending and improve the auditability of procurement activities?

4.1.8 Data Analytics and Reporting:

- i. Define your capabilities to utilize data analytics tools to generate actionable insights into tail spend patterns, supplier performance and purchasing trends.
- ii. What reporting is available to the E&I members at the various user levels including administrator, user, etc?
- iii. Provide examples of your reporting to allow informed, data driven decision making. Please upload examples of reports including but not limited to identifying diversity status, local economies spend, sustainable spending and the ability to gain insights into tail spend patterns and supplier performance.
- iv. Do you provide customized reports and dashboards to enable informed decision-making and monitor key performance indicators related to tail spend management?
- v. Is customized reporting included or an additional cost?

4.1.9 User Adoption and Satisfaction:

- i. How do you increase and measure user satisfaction, assure an intuitive purchasing experience and access to a wide range of products, services, and suppliers through your digital marketplace?

4.1.10 Risk Mitigation and Quality Assurance:

- i. Define how you mitigate risks associated with tail spend procurement including quality control issues, supplier reliability and data security concerns.
- ii. How do you monitor and enforce compliance with quality standards, specifications, and contractual obligations to minimize the risk of product defects and non-conformance.
- iii. What is your capability to cultivate your digital marketplace to align to a specific member need around products, suppliers, categories? Example, many Members have established contracts for office supplies, or other categories such as furniture, plumbing or electrical and may want those products blocked in a tail spend marketplace. Define clearly your capabilities.
- iv. Do you collect and validate certifications to substantiate the diversity statuses or sustainable certifications? Describe this process including how you maintain assurances of current certification.
- v. Identify the various payment methods you offer including any options such as purchase order/ invoices, pcard, single use card, ghost cards, etc.
- vi. Provide the return order authorization policies and procedures and time frame it takes to process return authorizations.
- vii. Describe your process for handling returned goods and the credit associated with that return to assure funds are returned to the original funding sources associated with the various payment methods identified above.

4.1.11 Continuous Improvement initiatives:

- i. Identify opportunities for further cost savings, process efficiencies and innovation through collaboration and proactive engagement.
- ii. Identify any additional scope of goods or services that you would like to offer as part of this RFP

4.1.12 ESG Requirements

- i. How do you ensure diversity and inclusion in your supply chain, particularly within the digital marketplace context?
- ii. What sustainability initiatives do you have in place in your organization?
- iii. Can you provide examples of how you promote environmentally friendly products, diversity suppliers and local suppliers through your digital marketplace?
- iv. Describe your ability to curate your digital marketplace to identify and increase visibility of the various U.S. Small Business Administration definition of socioeconomic groups and diverse and green / sustainable products in the marketplace and whether products can be filtered on certain designations.
- v. Define how your solution will help members to support the ESG programs at member institutions giving them the tools to support their diversity and sustainability goals.
- vi. Provide examples of the reporting you can provide to support these ESG program goals.

4.1.13 Technical Requirements:

- i. Describe your implementation process with E&I Members.
- ii. Describe your process for integration of the tail spend management solution with existing procurement systems, ERP systems software and other relevant technology platforms to ensure seamless data flow and process automation.

- iii. Identify all eProcurement systems and ERP systems in which you have had successful integrations.
- iv. Specify any technical capabilities required for the tail spend management solution, including compatibility with existing procurement systems, integration with digital marketplace platforms and data security measures.
- v. Outline any typical customization or configuration needs to align the solution with any unique requirements.
- vi. Can your solution also be implemented outside of an eProcurement integration and how do you align that spend with a specific contract?
- vii. Do you use your own resources for implementation, or do you use a third party for implementation?

4.1.14 Project Management and Governance:

- i. Identify your project management oversight plan to ensure timely and successful implementation of the entire project both with E&I Cooperative and Member institutions including coordination of activities, resource allocation and risk management.
- ii. Identify your plan for managing relationships with preferred suppliers, monitoring supplier performance, addressing any performance issues or concerns and facilitating periodic supplier reviews and feedback sessions.

4.2 No Exclusions

No products, or services provided by your company have been excluded from this RFP. All products, supplies and accessories carried in a Respondent's catalog(s), price book(s) or otherwise available by special order are part of this solicitation.

4.3 Pricing

Supplier must complete the 'Pricing Sheet' and upload it on the Jaggaer tool. The first tab 'Instructions' in the 'Pricing Sheet' lists out the different sections and pricing requested by E&I. Please ensure to review the 'Instructions' tab before you start filling in the pricing.

Respondents shall provide pricing based on dynamic market pricing for goods and services and/or a discount from their standard pricing schedules for products and/or services offered, implementation fees, subscription / maintenance fees, transaction fees, customization / integration fees, training fees, membership fees or any additional services.

The pricing will be established by overall market trends to ensure that E&I Members are continually receiving the best value.

All pricing shall be submitted as "not to exceed pricing" for any participating entity. The awarded supplier(s) can adjust submitted pricing lower but cannot exceed original pricing submitted for this solicitation.

All deliveries shall be freight paid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

4.4 Warranty

Proposals should address the following warranty information:

- i. Applicable Warranty and/or guarantees of goods including any conditions and response time for repair and/or replacement during the warranty period.
- ii. Detailed information as to proposed return policies.

4.5 Value Added Products and Services

Include any additional products and/or services available that the respondent currently performs in their normal course of business that may not be included in the scope of this solicitation that you believe will enhance and add value to this contract and the E&I Members.