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## 1. General Overview

### 1.1 Description of Cooperative

Educational & Institutional Cooperative Services, Inc. (E&I) is the sole cooperative service focused on serving the education sector. E&I is a member owned New York non-profit corporation established in 1934 and is governed by a Board of Directors. The Board of Directors is a group of professionals who are elected by the E&I Membership. 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 Purpose and Intent of the Request for Proposal (RFP)

The purpose of this RFP is to establish a cost-effective Master Agreement ("Agreement") for Building/Construction Supplies, Equipment and Other Products and Services (Building Supplies) which complies with our Member procurement requirements and will provide E&I Members a procurement vehicle to acquire the products and/or services outlined within this RFP. All E&I Members will be eligible to participate in the resulting agreement.

Products and/or services considered for award shall equal or exceed the quality level of industry standards as defined within this RFP and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

The awarded Respondent(s) is/are expected to be the manufacturer or a fully authorized dealer/distributor for any of the manufacturers it proposes. The Respondent and/or its distributors must be able to provide service and timely deliveries to all Members and campuses. Direct involvement by the awarded Respondent may be necessary to assist Members in understanding the different types of products/services available and in selecting the best solution to fit their needs.

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

### 1.3 Market Opportunity

By satisfying the above Member needs, the Cooperative anticipates significant Member purchases to be recorded against the resulting Agreement(s). The Cooperative currently has nearly 6,000 Members, comprised of roughly 50% public and 50% private schools. K-12 school districts, academic healthcare and research institutions are eligible for membership in E&I. The Cooperative's expectations are a substantial opportunity for growth (in terms of Member purchases) with competitively awarded Agreement(s) in these markets. There is also interest in utilizing the potential contract by the Participating Oregon Community Colleges (POCC).

### 1.4 Member Participation

Once the awarded Respondent has been established and the Agreement finalized, individual E&I Members (in some situations Member departments) will review the awarded Respondent's program and determine their individual participation. See Section 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, the Respondent shall be provided an electronic file listing of E&I Members. Updated versions will be sent as needed. E&I will post the awarded Respondent's program on the E&I internal web site which is password protected and only available to E&I Members.

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.

## 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 Category 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

### **Bob Solak**

Category Sourcing Manager, Facilities  
Educational and Institutional Cooperative Services, Inc.  
2 Jericho Plaza, Suite 309  
Jericho, New York, 11753-1671  
Voice: 631-630-8283  
E-Mail: bsolak@eandi.org

**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. Each stage is independent of the other, and the RFP evaluation team will not evaluate the pricing nor will they be privy to the pricing until the technical evaluation is complete.

As part of the evaluation process, E&I may require a demonstration/presentation before the award is made and the demonstration/presentation may be considered as an additional factor in award. Selected Respondent(s) shall be given a script

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

## 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	<b>Contract Alignment &amp; Connection</b>	<ul style="list-style-type: none"> <li>Contract connection process to Member</li> <li>Contract channeling to E&amp;I (direct, net new, etc.)</li> </ul>	<b>10</b>
2	<b>Supplier Diversity</b>	<ul style="list-style-type: none"> <li>Certifications and Designations</li> <li>Company Program and Overall Commitment to Supplier Diversity</li> <li>Reporting, Metrics, &amp; KPI's</li> </ul>	<b>10</b>
3	<b>Business Partner Capability</b>	<ul style="list-style-type: none"> <li>Company Overview</li> <li>Company Experience</li> <li>Company Qualifications</li> </ul>	<b>30</b>
4	<b>Economic Value and Financial Overview</b>	<ul style="list-style-type: none"> <li>Contract Administrative and Marketing Fee (CAF)</li> <li>Financial Offer Requirements &amp; Proposal</li> <li>Financial Reporting Capabilities</li> </ul>	<b>25</b>
5	<b>RFP Exceptions</b>	<ul style="list-style-type: none"> <li>Supplier Performance Expectations</li> <li>Compliance with RFP specifications</li> <li>Compliance with Master Agreement terms &amp; conditions</li> <li>Compliance with Members' institutional policies, federal, state, and local legal and regulatory requirements and policies</li> </ul>	<b>15</b>
6	<b>E&amp;I Risk Profile</b>	<ul style="list-style-type: none"> <li>RFP response quality</li> <li>Litigation</li> <li>Financial Health</li> <li>Existing contracts with direct competitors</li> </ul>	<b>10</b>

## 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](mailto: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.

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

#### 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](mailto: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”)	11/04/2024
<b>5 PM ET Deadline</b> for submission of RFP-related written questions (“Q&A Submission Close Date”)	11/22/2024
E&I Response to RFP-related questions	12/03/2024
<b>5 PM ET Deadline for Receipt of Proposals (“Close Date”)</b>	<b>12/10/2024</b>
Evaluation, Clarifications (Technical)	12/20/2024
Evaluation, Clarifications (Pricing)	01/03/2025
Negotiations Begin on or about	01/13/2025
Anticipated Award(s)/Letter of Intent (LOI)	02/14/2025
Acceptance and Execution of Agreement	02/28/2025
Implementation	03/01/2025

#### 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.
  - Contract Alignment & Connection
  - Supplier Diversity
  - Business Partner Capability
  - Economic Value & Financial Overview
  - RFP Exceptions
  - E&I Risk Profile
- **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 make an award and/or multiple awards by section, in whole, or to make no award as determined to best meet the needs of the membership.
- 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 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.
- 3.5.8 E&I reserves the right to select the most responsible Respondent(s) without further discussion, negotiation, or prior notice.
- 3.5.9 E&I may presume that any proposal is a final proposal revision (otherwise known as a "Best-and-Final Offer").
- 3.5.10 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.
- 3.5.11 **Any discussion with E&I personnel, other than the Category Sourcing Manager listed as the Sole Point of Contact 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.**
- 3.5.12 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.
- 3.5.13 Respondent proposals will be opened and reviewed at the convenience of E&I.
- 3.5.14 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' states. As such, proposal(s) may be released to third parties, without prior notice to Respondent(s), as required to comply with legal requirements.
- 3.5.15 Respondents must clearly indicate which portions of their response are "Confidential" – considered to contain confidential or proprietary information.

## 4. Scope of Products and Services

The Respondent is expected to provide Building/Construction Supplies, Equipment and other Products and Services as required by members. All products offered under the resulting agreement(s) shall be new, unused and currently available. Remanufactured or refurbished products are not acceptable, in lieu of new product, unless authorized by the Member.

#### 4.1 Building/Construction Supplies, Equipment and other Products and Services

#### 4.2 Scope

E&I intends to establish a contract for Building/Construction Supplies, Equipment and Other Related Products and Services (Building Supplies) for purchase on a as needed basis. All E&I Members will be eligible to participate in the resulting agreement(s).

The awarded Supplier(s) is/are expected to be the manufacturer or a fully authorized dealer/distributor for any of the products proposed. All Services available from the awarded Supplier(s) shall also be made available under the resulting agreement(s)

The Supplier(s) is/are expected to furnish Building Supplies as required by Members with timely deliveries, as needed, to the ordering Members campus. Direct involvement by the awarded Supplier(s) may be necessary to assist Members in understanding the products available to fit their needs.

The Building Supplies included in this RFP should include the entire product lines offered by the proposer. In addition, as new products become available E&I shall work with the Supplier(s) to add new products to the resulting agreement(s). There is no exclusion of any products or services provided by the Supplier(s) selected for an award.

E&I recognizes that Supplier(s) may not provide all the Building Supply products available in the Market. All product, supplies and accessories carried in a Supplier's catalog(s), price book(s) or otherwise available by special order are part of this solicitation. E&I reserves the right to make multiple awards to cover all the requirements of this RFP.

Suppliers should offer any or all the following options in their proposal response:

- E-procurement options (Suppliers must list all e-pro platforms that are currently in use within their system). Suppliers ERP system must be able to support and be compatible with Member e-procurement platforms.
- The ability to allow for walk-in business from E&I Members, where available, and provide the same benefits of the contract.
- The ability to accept the Members procurement cards as well as other credit cards and provide the same benefits of the contract regardless of the form of payment.
- National/Regional coverage – Suppliers shall provide contract coverage information in their response. E&I Members should be able to access the Suppliers products and services either nationally or by region.
- Additional rebate incentives for contract usage and/or year over year contract growth. If a rebate incentive is offered in your proposal response, the Supplier must also submit a rebate alternative option for Members who wish to participate but are not able to accept a rebate (i.e. additional discount at the time of order)

Members may request Installation Services and/or other related services to set up and/or install the products purchased, that require set-up or installation, under the resulting agreement(s). Installation and/or other services may be offered and should be included within your proposal response, if available. Please be sure to include the pricing for all services included in your proposal response.

Suppliers are to submit their proposed discounts or net prices in the price template document provided with this RFP for all products and services included in this response. Discounts can vary based on the product line but should be as complete and comprehensive as possible. It is understood that discounts may vary by product line or even within a product line. All discounts must be held firm for the entire term of the Agreement, including any renewals. Pricing, and or the Discount program should be easy to understand by the end users of the resulting agreement(s).

Discounts for large orders may also be proposed. In your response, please provide your definition of a "large order" to qualify for any additional discount. Larger order discounts must be clearly identified in your proposal response.

Member orders may be placed by many different individuals on campus, such as the procurement, housing, athletics, facilities, or any other department on campus. Individuals representing the Member location may walk into a retail location in person to place an order or purchase off the shelf, and the account used must be linked, by the supplier, to the E&I agreement once awarded. Orders may also be placed by a Purchase Order (one-time purchase or blanket order) that may be sent to you in a variety of methods, electronically, via an e-procurement platform or in person. Supplier(s) is/are responsible to prepare an invoice for any order generated by an E&I Member. Supplier must also be able to take payment via a procurement card used by the Member or in cash for walk-in contract usage. All in-person sales and orders placed by other methods must be reported to E&I as per the resulting E&I agreement.

E&I reserves the right to make a single award, multiple awards or no award at all. Multiple awards are made when determined by the RFP evaluation team to be in the best interests of the E&I members.

#### 4.3 Detailed Products and Services Defined

All proposals shall include but not be limited to the following product categories. Please note any exceptions.

- All types of Lumber that may be used for any purpose in a variety of widths, thicknesses and grades (including standard, pressure treated, solid wood, and engineered). Environmentally Sustainable (Green) building products should also be included with your response, if available.
- Other building products that may be included in your response should include, but not be limited to the following list of items.
  - Metal products such as studs, sheet metal, rolled steel, corrugated metal sheets for various uses, flat stock, round stock, and any other metal construction Supplies.
  - Sheet rock (drywall, gypsum) in a variety of lengths, thickness and uses, drywall joint compound, drywall tools and corner bead as well any other hardware necessary to install sheet rock.
  - Insulation such as fiberglass, rigid, blown in and foam as well as insulation used as a radiant barrier.
  - Masonry products such as cement mix, mortar mix, concrete blocks, stone and bricks, rebar, mesh, concrete sealers and repair sand.
  - Siding – vinyl, wood, fiber cement, stone veneer and related trim
  - Builders Hardware such as construction connectors, bases, joist hangers, corner braces, as well as structural straps
  - Doors (Steel, wood, other), and related hardware and trim
  - Windows (steel, aluminum, wood, vinyl, other) and related hardware and trim
  - Lighting fixtures, related hardware and trim
  - Flooring inclusive of ceramic tiles, linoleum, wood, laminate, carpet, etc.
  - Fences, fence material (wood and metal), gates (wood and metal), hardware
  - Roofing trusses, wood or engineered, gutters and any other roofing materials
  - Appliances inclusive of water heaters
  - Any other products sold by the Supplier(s) that are awarded a contract.
  - Tool and Equipment Rental programs, if available
- Any Services provided by the Supplier should be included. Services may include but not be limited to consulting, installation including access to an installer network, design, and any other services provided by the Supplier.

Suppliers are encouraged to display creativity in their response by including value added options to enhance the offer to Member institutions.

- Value Added Options Description
  - Rebate for annual sales growth
  - E-procurement discount
  - Order pick-up option – an additional discount for ordering on-line and the Member picking up the order at the store.
  - Prompt pay discount (i.e. 2% 10/Net 30)
  - Sale of products to help get LEED points
  - Promotions
  - Discounted shipping rates, free shipping, etc.
- Services  
Members should have access to services provided by your company. Suppliers should clearly state the cost, if any, for all services being proposed. Please provide a list of all the services that will be available if your company is awarded a contract through this RFP.
- Delivery  
Timely delivery is important to the Members and may be a consideration for award of the agreement. It is essential for the Supplier to indicate their capabilities to deliver as needed and their willingness to work with each Member to assure their requirements are met. It is expected that deliveries shall be made within three business days from the date of order. If delivery dates cannot be met, the Supplier must notify the Member immediately.
- Promotions

The Supplier should offer any special product promotions to Members as they become available. If items on promotion have a lower net price, then what is available through this contract, the Supplier shall offer the lower price to the E&I Members.

- Emergency purchases

Members reserve the right to make purchases of items when emergency conditions exist, at the agreement price. All emergency purchases shall be reported as regular sales to E&I as per the reporting requirement in the resulting contract.

- Warranty

Supplier shall describe all standard and enhanced warranties for all products and or services being proposed, if available. Supplier should have the ability to track the product warranty for all products sold to Member.

#### 4.4 Quality Assurance

Provide a detailed Quality Assurance Plan that identifies the methods by which your company will assure ordering, delivery, installation and follow up services for Members in a correct and timely manner. Response may include, but not be limited to 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, when necessary
- Replacement parts, if available
- How responses to request for quotes (pricing requests) are accomplished
- How orders are placed (included methods accepted – i.e. e-procurement or other online ordering methods, phone, e-mail, Purchase Order, or any other method)
- Manufacturing certifications i.e. ISO 9000, ISO 9001, etc. Product qualification standards
- 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)
- 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

#### 4.5 No Exclusions

E&I recognizes that any one Respondent may not provide all product lines. No systems, products, or services have been excluded from this RFP. All 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.