



Request for Proposal
RFP 683385 for
**Computer Equipment and Related Hardware,
Software, Services and Support**

Mission Statement

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

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

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Part 1: GENERAL OVERVIEW

Part 1 of this document is intended as an explanatory overview only and does not include comprehensive specifications. Additional details and specifications are provided in the sections that follow.

1.1 Description of Cooperative

Educational & Institutional Cooperative Services, Inc. (E&I) is a member owned New York not-for-profit corporation established in 1934 and is governed by a Board of Directors. The Board of Directors is a group of professionals who are elected by the E&I membership. The Board provides oversight to ensure the members' needs are addressed and met. Our membership is comprised of public and private universities and colleges, community colleges, other affiliated members, K-12, and teaching healthcare facilities throughout the United States.

The power of cooperative purchasing enables E&I to issue competitive solicitations and negotiate contracts for its members on a wide variety of products and services. E&I currently maintains a large and robust portfolio in the areas of computer and software, electronics, multimedia, scientific equipment and supplies, furniture, interior furnishings, maintenance, food service, office equipment and supplies, transportation and delivery services.

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

The purpose of this RFP is to establish a cost effective Master Agreement ("Agreement") which complies with our member procurement requirements and will provide E&I members a procurement vehicle to acquire the products and/or services outlined in Part 2, Scope of Services.

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 Suppliers(s), manufacturer(s) and/or authorized dealers, and (3) enhance our position as the premier cooperative purchasing service for education.

1.3 RFP Collaboration

E&I is collaborating with the State University System of Florida, the Florida College System, Arizona State University (ASU) and University of Arizona (UA) on this RFP and will work to drive the process on their own behalf and the entire E&I membership. Suppliers should note that E&I and each contributing institution is an active and equal participant in the process, having worked with E&I to create the RFP document and design the process through which Suppliers will advance. Florida State University (FSU) will serve as the lead public agency partner and member. Representatives of FSU will participate in all phases of the process and will maintain parallel roles during the evaluation. The resulting agreement(s) will be drawn between E&I and awarded Supplier(s).

Florida State University

Florida State University – One of the nation's elite research universities, FSU – with the Carnegie Foundation's highest designation, Doctoral/Research University-Extensive – offers a distinctive academic environment for more than 42,000 students and over 10,000 employees. Students have the opportunity to work and study alongside an outstanding faculty that includes Nobel Laureates, five members of the prestigious National Academy of Sciences, seven members of the American Academy of Arts and Sciences and two winners of the Pulitzer Prize. With an impressive breadth of leading graduate, professional and undergraduate programs, and an international reputation in the sciences and humanities, Florida State University is a demanding and intellectually stimulating environment for students and faculty.

FSU's 16 colleges offer more than 300 undergraduate, graduate, doctoral, professional and specialist degree programs, including medicine and law, covering a broad array of disciplines critical to society today and is widely known for offering extensive opportunities in research, Service Learning and Study Abroad. Each year the University awards over 2,000 graduate and professional degrees.

For any additional information about Florida State University, please visit the University's Internet web page at: <http://www.fsu.edu>.

Part 1: GENERAL OVERVIEW

State University System of Florida (SUS)

Florida's public university system includes twelve universities with an enrollment of more than 300,000 students, more than 60,000 faculty and staff, and an annual operating budget of more than \$8.5 billion.

Article IX, Section 7 of the Florida Constitution was amended in 2002 to establish a statewide system of governance for all Florida public universities. As a result, the Florida Board of Governors was created in 2003 to operate, regulate, control, and be fully responsible for the management of the entire system consisting of eleven public universities. Responsibilities include defining the distinctive mission of each university and ensuring the well-planned coordination and operation of the system.

The Board of Governors implemented a Shared Initiatives program in the Fall of 2014. As part of this committed effort, the State University System of Florida works collaboratively on shared contracting initiatives, with a goal of reducing costs and creating efficiencies for educational and research services and activities.

The Florida College System

The Florida College System is a network of 28 community colleges, colleges and state colleges serving nearly a million Floridians. Our system is the primary point of access to higher education in Florida, enrolling returning adult students and 65 percent of recent high school graduates.

Arizona State University

Arizona State University is creating a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising five differentiated campuses positively impacting the economic, social, cultural and environmental health of the communities it serves. Its research is inspired by real world application, blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 91,000 students at the Tempe Campus; Polytechnic Campus, in Mesa; West Campus, in northwest Phoenix; the Downtown Phoenix Campus and the Thunderbird School of Global Management in Glendale. Phoenix, Arizona is the nation's fifth largest city. ASU champions intellectual and cultural diversity, and welcomes students from all fifty states and more than one hundred nations across the globe.

For more information about ASU please visit <http://www.asu.edu> on the Web.

University of Arizona

For information about the University of Arizona, please visit the University's Internet web page at: www.arizona.edu/. For specific demographic information, visit <http://factbook.arizona.edu/>.

1.4 Market Opportunity

By satisfying the needs and requirements of the overall membership, the Cooperative anticipates significant member purchases to be recorded against the resulting Agreement(s). The Cooperative currently has approximately 4,000 members, comprised of roughly 50% public and 50% private. K-12 school districts, academic healthcare and research institutions have become eligible for membership in E&I. The Cooperative's expectations are a substantial opportunity for growth (in terms of member purchases) with competitively awarded Agreement(s) in these markets. There is also interest in utilizing the potential contract by the Participating Oregon Community Colleges (POCC).

Utilizing a resulting agreement(s), E&I member purchases are expected to exceed \$300 million in 2017 with an anticipated projection of \$1 billion by 2021. The State University System of Florida spent over \$17 million on IT hardware, including personal computer products and services. ASU and UA's combined spend is estimated at \$27 million.

1.5 Member Participation

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

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.

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Part 1: GENERAL OVERVIEW

Some members may have existing agreements in place. Those members that do, will consider this program as their existing agreements expire or, if available, may choose to opt out of existing agreements. For large dollar orders, members retain the right to do individual member competitive solicitations.

The awarded Supplier shall be provided an electronic file listing of E&I members. Updated versions will be sent as needed. E&I will post the awarded Supplier’s program, in the form of an E&I Agreement, on the E&I internal web site. The E&I web site is password protected and only available to members.

1.6 Definitions

The following are the definitions of general terms used in this RFP. Additional definitions specific to the scope of service may be found in Part 2, Scope of Services.

- **MAY:** Indicates something that is not mandatory but permissible/desirable.
- **SHALL, MUST, WILL:** Indicates a mandatory requirement(s) that must be addressed. Failure to address these mandatory requirements will result in rejection of your proposal as non-responsive. E&I may, but is not required to, reserve the right to request additional information.
- **SHOULD:** Indicates something that is recommended but not mandatory. If the Supplier fails to provide recommended information, E&I may, at its sole option, ask the Supplier 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 distributes/furnishes the products and or services of a company, all of its agents, and employees.
- **MEMBERS:** Includes institutions, universities, colleges (private and public) and K-12 schools that are listed in the E&I record.
- **HIGHER EDUCATION:** All universities, colleges, healthcare facilities (private and public) in the United States that provide for advanced learning and/or grant degrees i.e. - Associate, Bachelor, Master, and/or PhD. These universities, colleges, 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 12th Grade. These school systems and districts may or may not be members of E&I.
- **EDUCATION:** The combination of Higher Education and K-12.
- **DAYS:** All days specified are based on calendar days unless otherwise noted.
- **HUBS:** Historically Underutilized Businesses e.g. minority, women-owned businesses (for the State of Texas, Certified HUBS within the State of Texas).
- **MWBE:** Minority, Woman-owned Business Enterprises.
- **REQUEST FOR PROPOSAL:** A written or electronically posted solicitation for competitive sealed replies to select one or more Suppliers for the procurement of commodities or contractual services.
- **PROPOSAL/RESPONSE:** The entirety of the Supplier’s submitted proposal responses to each point of the RFP, including any and all supplemental offers or information not explicitly requested within the RFP.
- **NATIONAL AGREEMENT:** E&I awarded 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:

<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

Part 2: SCOPE OF SERVICES

2.1 Statement of Work

It is the intent of E&I to establish a contract for Computer Equipment and Related Hardware, Software, Services and Support. All E&I members will be eligible to participate in the resulting agreement.

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

2.2 Term

The Agreement term will be for five (5) years with the option of one (1) five- (5) year renewal. Prior to the end of the initial five (5) year term, the program will be evaluated in overall context and performance. Exercise of any renewal will require formal written notification and mutual agreement between E&I and Supplier at least one (1) year prior to Agreement expiration. The Supplier(s) must then return formal written acknowledgement of the renewal option within 30 days.

2.3 Scope of Products and Services

The Supplier is expected to furnish computer equipment and related hardware, software, services and support as required by members. All products offered under a resulting Agreement shall be new, unused and currently available. Remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized by the member.

- Lot #1** - Personal Computers (desktops, workstations, laptops, tablets, thin clients)
 - Peripherals and Accessories (monitors/displays, memory, docking stations, input devices, storage devices and systems, video projectors, cameras, audio and headsets)
- Lot #2** - Printers and Scanners
- Lot #3** - Software (operating systems, commercial off-the-shelf (COTS), middleware)
- Lot #4** - Servers, Storage and Network Devices
- Lot #5** - Related Services and Support

Suppliers shall clearly state their ability to provide services related to supporting the above equipment. Proposals must include a full description of each service offering. Services may include but not limited to installation/de-installation, staging/deployment, asset tagging, image loading, maintenance, support, training, migration, integration, asset management, recycling/disposal, pre-implementation design, disaster recovery planning and support, helpdesk, technical support.

E&I recognizes that any one Supplier may not provide all product lines. No computer-related systems, products, or services have been excluded from this RFP. All computer 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. Suppliers must indicate the lots they are responding to in their proposal using the first worksheet of Attachment A-1.

2.4 Pricing

Pricing is to be based on a percentage discount off a designated published price list (for example, MSRP or national education price list). The following pricing structures are to be submitted using the pricing worksheets in Attachment A-1:

A. Standard Configurations (must meet minimum requirements)

Supplier shall offer and maintain an established set of deeply discounted standard configurations and bundles available to all E&I members. Standard configurations and bundles shall be reviewed quarterly and upgraded to reflect the latest technology upon acceptance of E&I. The same level of discount shall apply to all future standard configurations and bundles.

Suppliers are to provide pricing for quantity one of each configuration. Failure to do so may disqualify proposal offered. Additional accessories, components or warranties to be considered as a "bundle" may be included and priced as separate line items.

In addition to standard configurations, members shall have the ability to create custom configurations and bundles to meet their individual requirements. Supplier shall propose the level of discount to be applied to all custom configurations and bundles.

Part 2: SCOPE OF SERVICES

- B. Percentage Discounts For Entire Catalog
Suppliers are to provide percentage discounts for the entire catalog by manufacturer and/or category. For evaluation purposes, Suppliers must provide percentage discounts for the categories specified in the pricing sheet.
- C. Additional Volume Discounts
Suppliers are to provide additional volume-based pricing for consideration. Examples include, but are not limited to, deeper discounts based on dollar thresholds for single orders, cumulative purchases by member, and aggregate volume by the membership. Suppliers shall propose how additional discounts are to be earned.
- D. Services
Supplier shall describe all available pricing options for services (discount off list, hourly fees, per unit fees, etc.).

2.5 Terms and Conditions of Agreement

As a result of this RFP process, it is our expectation that an Agreement will be established between E&I and one or more of the Suppliers. Upon award, each successful Supplier will sign an Agreement with E&I to sell goods and/or services. The Agreement will incorporate all the terms and conditions in Attachment B, pricing, specifications, and requirements of the RFP.

2.6 Supplier Questionnaire

Suppliers must fully complete the Supplier Questionnaire in Attachment C of this RFP. In order for your proposal to be considered, all questions must include a full response and clear statement of capabilities. Your responses to these questions will be utilized to evaluate your proposal as it relates to the following:

- Response to Scope of Services
- Corporate Information
- Supplier Capabilities
- Administration & Marketing
- Vendor Report File

2.7 Proposal Innovation & Improvements

Supplier is encouraged to offer innovative ideas, new concepts, and alternative partnership arrangements falling outside the specifications of this RFP. Added value services, incentives, and economic solutions beyond the scope of this RFP may be considered. Examples may include:

- Creative programs to ensure quick and deep ongoing "traction" with the membership
- Programs to elevate sales made on campus (departmental "road shows," leveraging web site messages, etc.)
- Willingness to work with members' on-site retail facilities (campus stores), if such program exists
- Extending the Agreement to faculty, staff, and students through employee purchase programs
- Willingness to work with members on sponsorship opportunities (signage, outdoor media, game day, etc.)
- Trade-in programs as a sustainability initiative
- Creative pricing (signing bonuses, rebates, etc.)
- Incentives for early payment
- Management Intern Programs

E&I may accept an offer under this RFP demonstrating such a significant change or improvement that it considers being breakthrough advancement to the services being sought.

Part 3: SUPPLIER PERFORMANCE EXPECTATIONS

This section of the RFP describes Supplier's financial responsibilities, sales and marketing commitments, and contract performance expectations.

3.1 Report of Sales

The Supplier shall be provided an electronic file listing of all E&I members and shall be required to file a monthly electronically formatted report of total U.S. dollar sales to Education by institution (the "Report of Sales"). The Report of Sales shall include, but not be limited to, member name, city, state, and date of sale. The requirements and format of the Report of Sales are detailed in the questionnaire included with this RFP. The report from the Supplier shall include all sales invoiced during the prior month. 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 the Agreement. Failure to report monthly sales may be grounds for termination of contract. All reports shall be sent via e-mail in the required format to yrf@eandi.org.

All orders, regardless of method shall be included in the total report of total U.S. dollar sales to Education by institution. Any and all rebates shall have no effect on the reporting and payment of the CAF. All rebate activity will be reported to E&I.

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

3.2 Contract Administrative and Marketing Fee

Supplier will provide to E&I a Contract Administrative Fee (CAF) of 2% of total invoice price for all orders placed by E&I members. The CAF shall be calculated monthly and include all orders invoiced during the prior month. The CAF rate shall remain constant regardless of any and all pricing methods utilized by the member, special quotes pricing, all services including value added services and/or use of Supplier Diversity programs.

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

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

In the event a holdover clause is invoked as described in Section 42 of Attachment B, Supplier shall continue to submit the CAF and supporting Report of Sales for the duration of the holdover period.

3.3 Agreement Audit

E&I may, at any time during the term of the Agreement and for a period of three (3) years after the receipt of the last Report of Sales and payment of CAF covering the period through the date of termination, audit the Supplier's records pertaining to its compliance with the terms of the Agreement. An audit may be scheduled or announced by providing the Supplier a minimum of five (5) business days advance written notice. Every effort will be made to arrange a mutually convenient time for the audit but in no event shall an audit be delayed more than twenty (20) business days from the date of notice, unless agreed to by E&I in its sole discretion. The audit will be conducted by E&I and/or its designee. Supplier will provide E&I with access to records, sufficient workspace and staff support to facilitate an audit. Our audit may include, but is not limited to, product compliance, member pricing, order processing, order fulfillment, delivery terms and conditions, invoicing, rebate calculations where applicable, accuracy and timeliness of submitted Reports of Sales and the related CAF and any other reports or payments required under the terms of the Agreement. Any deficiencies or errors shall be corrected within ten (10) business days of E&I notification to the Supplier. If the discrepancy is greater than 5% from amounts reported, the cost of the audit shall be paid by the Supplier.

Part 3: SUPPLIER PERFORMANCE EXPECTATIONS

3.4 Supplier Commitment

Supplier's proposal shall reflect their commitment in achieving E&I's primary goals and objectives as outlined in Part 1, Section 1.2. To meet E&I's goals and objectives, Suppliers are required to make the following commitments to ensure the overall success of the resulting Agreement(s):

A. Corporate Commitment

The Supplier will commit that it's awarded Agreement with E&I:

- Shall be the Supplier's primary (go to market) offering for Education
- Has the support of the Supplier's senior management
- Shall be promoted to existing Education clients

B. Pricing and Product Commitment

The Supplier will commit that the awarded Agreement:

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

C. Sales Commitment

The Supplier will commit that the E&I Agreement:

- Shall be aggressively marketed by Supplier
- Shall be enhanced by Supplier's sales force which is trained, engaged, and committed to the success of the program
- Shall report sales accurately and timely to E&I as required

3.5 Marketing And Sales Responsibilities – Supplier

A. Education Sales Activities

Supplier is responsible for Education sales activities which may include:

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

B. Additional Business Services

Supplier shall, at its own expense, provide to E&I:

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

Part 3: SUPPLIER PERFORMANCE EXPECTATIONS

newsletters, “The Purchasing Link” and “The CPU - Contract Portfolio Update,” and E&I website Headline News.

- E&I staff contract rollout training and follow-up training sessions as required, to include training webinars, conference calls and on-site training as appropriate to educate E&I employees of Supplier’s member offerings.

C. Marketing Opportunities

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

3.6 Marketing and Sales Responsibilities – Supplier and E&I

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

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

3.7 Marketing and Sales Responsibilities – E&I

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

Part 4: EVALUATION PROCESS & CRITERIA

Any contract(s) resulting from this RFP will be awarded in writing to Suppliers 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).

4.1 Evaluation Process

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

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

The evaluation of proposals also takes into consideration the State of California requirements for a contract award.

Proposals may be evaluated using a quality points system. The average of all quality points awarded by individual evaluators per category will be added together to compile a quality points value. The following formula will be used to compute the supplier's cost-per-quality point score:

$$\frac{\text{Cost}}{\text{Quality Point Value}} = \text{Cost-per-quality point score}$$

4.2 Evaluation Criteria

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

- Breadth and quality of products/services
- Service, support, product warranty and maintenance
- Financials, i.e. pricing and terms that provide for increased discounts and lower overall cost, rebates, other financial incentives
- Order placement/delivery/installation
- Supplier's qualifications, references, experience and past performance
- Administration, i.e. reporting capabilities
- On-line capabilities, including electronic ordering, e-commerce, procurement cards, billing and access to supplier's electronic catalogs
- Adherence to RFP requirements which closely align with members' institutional policies, federal, state, and local legal and regulatory requirements and policies
- Environmentally sustainable products and Green Purchasing/Sustainability initiatives
- Supplier diversity, including Historically Underutilized Businesses (HUBs), Woman and Minority Business Enterprises (WMBEs) and Small Business Enterprises as defined by the Small Business Administration (SBA)
- Added value incentives and services
- Other information as deemed relevant by E&I

Part 4: EVALUATION PROCESS & CRITERIA

4.3 Tentative Schedule of Events

The timeline associated with this RFP is provided below:

Activity	Due Date
Request for Proposal issued	August 18, 2016
Pre-Proposal Conference to be held via Teleconference Call RSVP to cgoglia@eandi.org by August 25, 2016 for Dial-In Information	August 30, 2016 3:30 PM ET
Deadline for submission of RFP-related written questions	September 1, 2016
E&I Response to RFP-related questions	September 6, 2016
1 PM ET Deadline for Receipt of Proposals (“Receipt”)	October 4, 2016
Evaluation of Proposals	November 1, 2016
Negotiations Begin on or about	November 21, 2016
Best and Final Offers on or about	TBD
Anticipated Award(s)/Letter of Intent (LOI)	TBD
Acceptance and Execution of Agreement (on or about)	TBD
Implementation	February 1, 2017

Part 5: PROPOSAL REQUIREMENTS & FORMAT

This portion of the RFP includes requirements and instructions on the format Suppliers must follow in submitting their proposals. It further identifies how questions can be raised and will be addressed. Finally, this portion of the RFP includes specific rights reserved by E&I and other restrictions imposed on the RFP Process.

5.1 Proposal Requirements

All proposals are subject to the conditions specified herein. Any response that does not comply with these conditions will be rejected.

A. Supplier must submit the response in two separate envelopes as follows:

- First envelope shall contain the proposal response ONLY, excluding pricing, and marked “RFP 683385 – Proposal Response”
 - two ‘originals’ (duly marked), each in three ring binders, and signed by a representative authorized to sign the proposal on behalf of Supplier
 - one electronic copy in Microsoft Word and Excel formats on a USB flash drive
- Second envelope shall contain pricing ONLY, and marked “RFP 683385 – Pricing”
 - two ‘originals’ (duly marked), each in three ring binders, and signed by a representative authorized to sign the proposal on behalf of Supplier
 - one electronic copy in Microsoft Word and Excel formats on a USB flash drive

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

- B. Proposals must be received by the Receipt of Proposals date specified in Section 4.3, Schedule of Events, at E&I’s office listed on the RFP cover page. Delivery to any other location, including the institutions specified in this RFP, is NOT acceptable and shall be grounds for rejection of the RFP.
- C. Each Supplier is solely responsible for the timely delivery of its proposal. Failure to meet the proposed date and time shall be grounds for rejection.
- D. The Request for Proposal (RFP) number should be clearly marked on the outside of the sealed package.
- E. Office hours for receipt of proposals are: Monday through Thursday, 8:30 A.M. through 4:00 P.M ET. Proposals shall be submitted by mail, courier or delivered in person at the address indicated on the RFP cover page prior to the closing time set for receipt of offers, as determined by the reported time in E&I’s main office.
- F. DO NOT ALTER THIS RFP document IN ANY WAY. The only acceptable changes or alterations to this RFP will be made in the form of addenda and issued only by E&I.
- G. A Supplier may withdraw or modify its proposal prior to the Receipt of Proposals Deadline. Proposals submitted prior to the Receipt of Proposals Deadline may be modified or withdrawn only by written notice to E&I; no oral modifications will be permitted.
- Any modifications to a previously submitted proposal:
- shall be in writing and in the same manner and form as required by this RFP
 - shall be contained in a sealed envelope, clearly marked with the RFP number and “Modification of Proposal” notation
 - will be corrected in accordance with such written request at the opening of the proposal
- H. 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 Supplier in responding to this RFP.
- I. All submitted proposals constitute an offer by each respective Supplier and shall remain irrevocable for a period of 180 days following the Submission Deadline.

Part 5: PROPOSAL REQUIREMENTS & FORMAT

5.2 Required Proposal Format

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

- Tab 1 Table of Contents/Page Identification – Include a Table of Contents and number the pages in the proposal consecutively.
- Tab 2 Execution of Offer, Mutual Non-Disclosure Agreement, and Acknowledgement of Addenda – Supplier must complete the Execution of Offer and Mutual Non-Disclosure Agreement documents in Part 6, signed by a representative authorized to sign the proposal on behalf of Supplier.
Addenda, if any, shall also be signed and included in this tab.
- Tab 3 Executive Summary – Executive Summary should consist of a concise non-technical summary providing the following:
- An overview and history of your company, and experience in providing the products and services requested in Part 2, Scope of Services.
 - A management overview of the proposal that outlines the Supplier's commitment and approach to meeting the requirements under a resulting contract.
 - A chart of the company's organization and a description of its corporate structure, including the company's chain of ownership up to its ultimate parent corporation, and all subsidiaries.
 - If public, provide a URL to a link of the three (3) most recent annual reports. If private, provide copies of the most recent three (3) year audited financial statements or other documented evidence of financial stability to assure required performance upon request.
- Tab 4 Supplier Questionnaire – Supplier must complete all sections of Attachment C as described in Section 2.6.
- Tab 5 Pricing – This tab shall include Attachments A and A-1, and if applicable, additional pricing. Supplier shall provide information for this tab in a sealed envelope separate from the proposal as instructed in Section 5.1.
- Tab 6 Agreement/Exceptions – Suppliers must include Attachments B and E in their entirety and indicate agreement with or exceptions to any terms or conditions.
- Tab 7 Required Forms – Completed Accessibility Standards, State of Texas HUB Forms and State of Connecticut Compliance Language.
- Tab 8 Additional Attachments – Alternate proposal, additional items, services and/or processes (excluding pricing) that Supplier would like E&I to consider in lieu of or in addition to proposal response to this RFP. Pricing for alternate proposal must be labeled "Alternate Proposal Pricing" and included in "Tab 5 – Pricing" as described above.

5.3 Pre-Proposal Conference

A Pre-Proposal conference may be held in person or via teleconference call. Supplier participation in the conference is optional, but strongly encouraged. Suppliers wishing to participate should RSVP as instructed in Section 4.3, Schedule of Events.

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

5.4 Questions and Clarification

- A. Any questions regarding this RFP must be directed via email to the Contract Manager noted on the cover page of this document.
- B. All questions must be received no later than the deadline for submission of RFP-related written questions, as noted in the Schedule of Events.
- C. A Supplier is expected to raise any questions, exceptions or concerns they have regarding the RFP. If Supplier discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, Supplier should immediately notify the Contract Manager via email of the deficiency and request modification or clarification of the RFP document.

Part 5: PROPOSAL REQUIREMENTS & FORMAT

- D. Any questions and responses specific to the terms and conditions, process, procedures, language, specifications and other parts of the RFP may be made public and may be shared with other Suppliers in the form of an addendum to the RFP. Questions and responses that contain proprietary information will be answered confidentially.
- E. Questions and answers will be provided via an addendum and posted on the E&I web site.

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

- A. E&I reserves the right to issue addenda to this RFP at any time prior to the “Receipt” date; acknowledgement of such addenda must accompany the RFP response as a part of the proposal as instructed in Section 5.2, Required Proposal Format.
- B. E&I reserves the right to reject any or all proposals or any part thereof.
- C. E&I reserves the right to make an award and/or multiple awards by section, in whole, or to make no award.
- D. E&I recommends that a Supplier’s initial proposal reflect its most favorable terms. E&I reserves the right to negotiate with any Supplier(s) and to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal.
- E. If this RFP is regional in scope, E&I, upon mutual agreement of the Supplier, may expand the Agreement to additional regions or nationally (refer to Section 1.6, Definitions).
- F. 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.
- G. E&I reserves the right to select the most responsive Supplier(s) without further discussion, negotiation, or prior notice.
- H. E&I may presume that any proposal is a best-and-final offer.
- I. E&I reserves the right to delete specific line items in order to provide a basis for an evaluation of the prices quoted by all Suppliers.
- J. Any discussion with E&I personnel or any institutions mentioned in this RFP, other than the Contract Manager, regarding this RFP while the RFP is in progress (from the time Supplier receives this RFP until final award is made) is strictly prohibited. Such contact and discussion may result in disqualification of Supplier’s proposal.
- K. Supplier proposals will be opened and reviewed at the convenience of E&I; there is no public opening.
- L. E&I is the sole owner of all data and information contained within the RFP document and accompanying attachments. Supplier shall use this information exclusively to prepare a proposal. Supplier should not disclose this information to any other firm or use it for any other purpose unless required by law or legal process.
- M. All proposals and related information submitted become the property of E&I; they will not be returned and may be subject to disclosure under the Freedom of Information Act, Open Records laws or other laws existing in E&I members’ states. As such, proposal(s) may be released to third parties, without prior notice to Supplier(s), as required to comply with legal requirements.
- N. Suppliers must clearly mark “Confidential” on any portion of their respective responses which are considered to contain confidential or proprietary information.

Part 6: EXECUTION OF OFFER & MUTUAL NON-DISCLOSURE AGREEMENT

Include Part 6 in Tab 2 of the proposal response. The undersigned Supplier has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and certifies:

1. It is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the expectations, requirements, specifications, terms and conditions of the RFP. Further, if awarded the Supplier agrees to perform the expectations, requirements, specifications, terms and conditions of the RFP.
3. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Supplier acknowledges that E&I will rely on such statements, information and representations in selecting the successful Supplier(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. Submission of a proposal indicates the Supplier's acceptance of the evaluation technique and the Supplier's recognition that some subjective judgments may be made by E&I and its membership as part of the evaluation.
7. That all of the requirements of this RFP have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by E&I if not otherwise noted in the proposal.
8. The individual signing below has authority to enter into this on behalf of Supplier.
9. Supplier acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by E&I.

CORPORATE NAME:			
AUTHORIZED SIGNATURE:			
PRINT NAME:			
TITLE:			
DATE:			
ADDRESS:			
CITY, STATE, ZIP CODE:			
PHONE:		FAX:	
EMAIL ADDRESS:			

Part 6: EXECUTION OF OFFER & MUTUAL NON-DISCLOSURE AGREEMENT



Mutual Non-Disclosure Agreement

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

WHEREAS:

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

NOW THEREFORE:

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

Educational & Institutional Cooperative Services, Inc.
Company Name

Company Name

By (Signature)

By (Signature)

Gary D. Link
By (Print Name)

By (Print Name)

Sr. Vice President Consulting Group & Contracts
Title

Title

E-Mail: glink@eandi.org

E-Mail:

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

Tel: _____ Fax: _____

For E&I Office Use Only	
Date member List sent to Supplier Contact:	_____
Sent by:	_____

ATTACHMENT A – Financial Offer Summary & Price Sheet

Supplier must identify all costs, fees or charges for which the members and/or E&I may be billed. Costs not indicated in your proposal will not be paid. Attachments A and A-1 in their entirety (this summary and pricing worksheets) must be included in Tab 5 of proposal response.

1. Pricing

Pricing shall be based on discount from list for the products and services requested in this RFP. Suppliers electing to propose pricing on additional products or services must submit additional items on a separate list. The list must be labeled as “Additional Items.” E&I retains the right to accept or reject additional items in part or in whole.

The percentage discounts and rates for the proposed products and services shall be applicable to all orders made under a resulting Agreement with Supplier. Percentage discounts off Supplier’s list price shall remain firm for the life of the Agreement unless improved for the benefit of the membership. List price increases are allowed once per year with a minimum 90-day advance written notice by Supplier and require approval from E&I prior to implementation. List price decreases are allowed at any time during the term of the Agreement. Supplier shall provide E&I written notice immediately of all list price decreases. Supplier is authorized to offer members enhanced pricing and/or member-specific agreements on a case-by-case basis and both shall be considered part of the resulting Agreement.

The Supplier is required to make available any special product offerings or promotions made available by the manufacturer or distributor.

2. Member Rebates

Suppliers are encouraged to propose rebates as means of generating revenue and increasing operating funds for members. Describe any financial considerations or creative offerings such as signing bonuses, rebates, multi-year discounts, growth incentives, programs resulting in the member being charged a reduced amount, early payment discounts, scholarship sponsorships, etc.

In addition, Supplier may offer improvements to the contract administrative fee requirements, assignment of existing sales volume, additional marketing support fees, or other forms of incentive programs. Such proposals may be considered as providing added value/incentive. E&I reserves the right to explore/negotiate for such additional improvements as we move through the RFP process of evaluation, clarifications, negotiations, “best and final,” to final award.

3. Certification of Independent Pricing

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

CORPORATE NAME:	
AUTHORIZED SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
PHONE:	
EMAIL ADDRESS:	

ATTACHMENT B – Terms and Conditions

The following terms and conditions shall govern any agreement issued as a result of this solicitation. They are to be reviewed by competent legal or other personnel and any exceptions noted directly below each of the respective terms in question. It should be noted that any exceptions, as well as additional or attached terms and condition which are determined to be unacceptable to E&I may result in the disqualification of your proposal. Attachment B in its entirety must be included in Tab 6 of proposal response.

I. Relevant Terms

A. Customer Support

Supplier shall provide a single point of contact plus a backup for each member. This individual may support multiple members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm).

B. Order Fulfillment

Order Accuracy rate shall be maintained at 98% or greater. Order Accuracy rate is defined as “the number of items delivered as ordered divided by the total number of items ordered.”

Order Fill rate shall be maintained at 95% or greater. Order Fill rate is defined as “the number of items on an order filled completely as ordered divided by to the total number of lines on an order.”

Supplier, within twenty-four (24) hours after receiving a purchase order, shall notify the member of any potential delivery delays. The following information regarding backorder(s) shall be provided to the member:

- PO Number, if applicable
- Item ID
- Item Name & Description
- Reason for shortage
- Plan of action (when delivery may be expected or suggested replacement)

C. Substitutions

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the member. Any and all remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized by the member.

D. Minimum Orders

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is strongly preferred there not be a minimum order quantity or charge.

E. Supplemental Charges

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the goods and/or services provided including additional shipping charges, cost of goods, delivery, freight fuel surcharges, installation or any other charges incurred by the member. If Supplier offers multiple pricing options (i.e.: drop ship, inside delivery, delivered and installed) they must be specified herein.

F. Delivery

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.

Normal delivery of orders must be accomplished at established times as set by the member. On-time delivery shall be maintained at 95% or greater. On-time delivery is defined as delivery of complete order within the specified delivery time frame after the placement of order. Orders will be defined as late without approved notification. The Supplier(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation.

Title and risk of loss shall pass to the member at the F.O.B. destination point 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. The products furnished shall be delivered:

Request for Proposal – Attachment B, General Terms and Conditions	Page 19
E&I Cooperative Services, Inc.	

ATTACHMENT B – Terms and Conditions

F.O.B. Destination, Full Freight Allowed (Supplier pays freight)

Selection of a carrier for shipment will be the Supplier's option unless otherwise specified by the member. If special delivery or handling charges are applicable they shall be pre-approved by the order initiator.

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

G. Packaging and Labeling

Shipments are to have packing and packaging which is environmentally sensitive and state of the art. Stuffing (e.g. "popcorn", etc.) is to be biodegradable. INSTAPAK will not be used. Wrapping, boxing and crating are to be minimized. Recycled cardboard is to be used in place of new cardboard. Large shipments (skids, etc.) are to be shrink-wrapped. Pallets will be standard wood 4-way. The supplier must work with OEMs, distributors, etc. so that direct ship and pass through shipments are packaged with the same considerations.

The supplier is expected to look for cutting edge packaging innovations for delivery options, such as exchangeable packs, bags, or other similar containers that would eliminate as much traditional packaging materials as possible.

Each packaged order shall have a packing label affixed indicating the order number, order date, ship to name & address, delivery zone (if requested), and any additional information requested by the ordering member. In addition, each order shall have a packing list.

H. Storage

If applicable, Supplier or Dealer shall be responsible for all warehousing and storage expenses, which may be incurred, until goods are delivered and/or installed as per the terms of the member's order.

I. Tracking Lost and Damaged Shipments

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

Should any action on the part of the Supplier or a subcontractor cause visible damage to the facilities during transport, the Supplier is required to immediately contact member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to members.

J. 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 members' purchase orders, any of the following remedies shall be available to the member:

- **Repair and Replacement:** Supplier shall promptly repair, replace, or correct non-conforming or defective goods and services at the Supplier's own expense.
- **Cancellation:** member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Supplier and any payments made by member for products or services purchased shall be refunded by the Supplier and/or its agents.
- **Like-for-Like:** Like-for-like equipment throughout the entire term of the contract maintenance or warranty shall be provided at no cost to the member in the event that the equipment experiences excessive down-time or fails to maintain acceptable quality standards.
- **Removal:** Supplier shall remove such goods at its own expense and if the Supplier fails to remove such goods, member may return all or any portion of such goods at the expense of Supplier.
- **Risk of Loss and Storage:** All goods shall be held at Supplier's risk and the Supplier shall pay all expenses incurred including storage costs.
- **Supplier Liability:** The Supplier shall be liable for any and all losses, claims, expenses, (including reasonable attorney's fees and court costs) and other incidental and consequential damages resulting from such failure to meet all the requirements of this Agreement and/or a member order.
- **Products under warranty.** The decision to replace such products or accept warranty repair shall be at the sole discretion of the member except in the event the member fails to provide timely notice of product failure to the Supplier.
- **After the Warranty Period:** After the warranty period, the Supplier is responsible to make sure that service agreements are available to the member. The Supplier, the manufacturer or an authorized third party may provide the maintenance.

ATTACHMENT B – Terms and Conditions

K. Reasons for Return or Credit

The Supplier shall accept the following as reasons for return or credit:

- The product is defective or nonconforming.
- The product is incorrectly ordered or shipped. The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the member to be unusable or no longer needed.

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

L. Restocking Policy

Supplier shall not impose a restocking fee on member under the following circumstances:

- Item is returned due to damage, incorrect product shipped, or Supplier customer service order entry error.
- Inventory is returned within 2 business days of delivery.
- Inventory is returned, but exchanged for other inventory.

Re-stocking fees for all other reasons can be no greater than 10% of the value of the items needing re-stocking.

M. Warranty and Product Condition of Sale

At a minimum, there shall be a three (3) year warranty from the date of delivery to include parts, labor and travel. For third party providers, the manufacturer's standard warranty shall apply. Lifetime warranties shall remain in force regardless of whether the resulting agreement is still in place.

Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the member. Supplier should track the product warranty for all products sold to member. Loaner products shall be made available while member's equipment is out for warranty repair.

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

- New and genuine
- Free from defects in content and materials
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

N. Extended Warranty Option

Supplier shall offer an optional one (1) year warranty extension on all systems. The same terms and conditions that apply to the standard warranty coverage shall apply during additional year of ownership if the extended warranty option is included in the original purchase.

O. User Manuals

Supplier shall provide on-line links to original instruction manuals for each unit ordered, including complete documentation on all components used. Electronic notification of bulletins, revisions and corrections shall be provided as they are issued.

Instruction manuals shall contain:

- Definition of equipment capabilities
- Technical description of equipment operation
- Description of malfunction identification
- Troubleshooting procedures
- Detailed schematics
- Installation and use instructions
- Operating system software manual
- Glossary

P. New and Discontinued Products

The Supplier shall, at least thirty (30) days prior to their introduction or discontinuance, notify E&I and the membership of any new or discontinued products. Unless noted otherwise the discount and pricing established for new products will be equal to the pricing structure proposed. If the Supplier offers a different discount structure for new products then a separate

ATTACHMENT B – Terms and Conditions

category of “New Products” pricing should be added to the proposed discount structure on appropriate attachment. In such a case, the Supplier should clearly indicate the number of months products are considered as “new products.”

Q. Replacement Parts

If Supplier offers replacement parts, then a separate category of “Replacement Parts” pricing should be added to the proposed discount structure.

R. Evaluation Units

If requested, Supplier is to provide evaluation units of products. Units for evaluation must be provided free of charge. The quantity of any evaluation unit requested will be reasonable but sufficient to undertake an appropriate evaluation. Supplier shall provide member with return instructions as appropriate.

S. Third Party 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.

T. Business Review Meetings

In order to maintain a partnership between the member and the Supplier, members may require business review meetings. These meetings shall be held on a quarterly basis, if not more frequently. The business review meeting shall include, but not be limited to, the following:

- Review of Supplier performance
- Review of minimum required reports (as described in the following section)
- Review of new technologies, industry trends

U. Reporting

At a minimum, the following reports shall be made available to members in an electronic format on a quarterly basis:

- Total orders year to date, including item ID, item description, unit of measure, total quantity ordered, total quantity shipped, sales price, list price, total sales price (total quantity shipped x sales price), method of order (website, eProcurement, phone call), method of payment, bundle vs. non-bundle, department
- Overall order accuracy and fill rates
- Number of orders returned due to Customer error
- Total re-stocking charges (\$) applied
- Number of orders returned due to Supplier error
- Total dollar value of surcharges, transaction fees, delivery charges, and other misc. charges
- Current market updates, i.e. company news, systems failures, product recalls, etc.
- EPEAT standards of equipment ordered (sustainability)
- Historically Underutilized Business (HUB) spend (supplier diversity)

V. Employee Purchase Program

Supplier may offer discounted products to members’ students, faculty and staff for personal purchases. If offering an Employee Purchase Program, Supplier shall describe how it intends to protect members from liability from personal purchases made by students and employees.

ATTACHMENT B – Terms and Conditions

II. General Terms and Conditions

1. Orders

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 Agreement, except as amended by the member’s own acceptance notification.

2. Emergency Purchases

Members reserve the right to make purchases of items included under this contract when emergency conditions exist. All emergency purchases shall be reported as regular sales to E&I.

3. 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 Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

If a member does not specify payment terms, the default payment term for members shall include invoicing at time of 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, or as required by the member’s statutory requirements.

Cash discounts for prompt payment may be offered to any member from the date of receipt and acceptance of goods or the invoices; whichever is later, or as required by the member’s statutory requirements. Supplier is encouraged to offer/propose cash discounts for expedited payment of invoices rendered under this Agreement. Negotiated cash discounts with member institutions for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis. Cash discounts are not to be netted against sales in calculating the CAF.

4. Supplemental Agreements

Member and Supplier may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any supplemental agreement developed is exclusively between the member and Supplier. E&I, its agents, members and employees shall not be made party to any claim for breach of such agreement.

5. Third Party Distributors/Subcontractors

In the event that the Supplier chooses to subcontract any service or delivery of the products under the terms herein, the Supplier shall 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 Supplier of its obligations to make complete timely delivery of products, supplies or service at no additional cost to the member.

6. Education Pricing/Pricing Parity

The Education pricing, terms and conditions established under this Agreement are to be equal to or better than those offered to other comparable institutions, government sector and/or consortiums serving public and private higher education and healthcare. If, during the term of this Agreement, Supplier offers more favorable terms, conditions or prices to members, other comparable institutions, and/or consortiums, Supplier agrees to notify E&I in writing. Supplier agrees to immediately amend the agreement to reflect the more favorable terms, conditions or prices. E&I must be notified of any proposed changes thirty (30) days prior to their implementation.

7. 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.

ATTACHMENT B – Terms and Conditions

8. 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.

9. 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.

10. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

11. 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.

12. 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.

13. Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and members harmless from any and all losses, expenses, claims, (including reasonable attorney's fees), or judgments arising out of cases of such infringement.

14. 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.

15. 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.

16. Responsibility for Damage Claims

The Supplier shall hold harmless E&I and the member from all suits, actions or claims brought on account of any injuries or damages sustained by any person or property as a consequence of any neglect in safeguarding the work by the Supplier; or from claims or amounts arising or recovered under the "Workman's Compensation Law" or any other laws. Supplier shall be responsible for all damage or injury to property occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on their part or on the part of any of their employees, in the manner or method of executing the work; or from their failure to execute the work properly; until all claims have been settled and suitable evidence to that effect furnished to E&I and the member.

ATTACHMENT B – Terms and Conditions

17. Protection of Property and Liability

The Supplier shall take care not to damage the premises or the property of others, and in case such damage occurs as the result of operations under this contract, they shall make appropriate restitution. If the Supplier fails to pay for damage, the damages may be deducted from any remaining balance due to the Supplier or may be processed as a breach of contract to the full extent the law allows.

18. 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/or E&I, shall undertake to participate fully in the defense of the member (in accordance with the statutes of the State where the member resides) and/or E&I against any and all suits and to investigate and participate fully in the defense of the member (in accordance with the statutes of the State where the member resides) and/or E&I against 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.

19. Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on member's premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and member as additional insured. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.

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.

20. Licenses/Permits/Taxes and Tax Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

E&I is a not-for-profit corporation. Members are 501(c)(3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each member. If sales to member are exempt from such taxes, member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

21. Americans With Disabilities Act

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

22. Compliance with Immigration Reform and Control Act of 1986

Supplier is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act in both its present form and any future requirements passed under said Act.

ATTACHMENT B – Terms and Conditions

23. 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. 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.

24. 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.

25. Non-Discrimination

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

26. 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.

27. Employee Documentation

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

28. Federal Debarment

Supplier certifies that it is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal department or agency.

29. 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.

30. Hazardous Materials and OSHA Communication Standards

The Supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the appropriate user(s). The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of notification, the Supplier must retrieve hazardous materials that are delivered in error. The Supplier is responsible for the safe and legal disposal of all hazardous materials generated in the performance of the Agreement. In addition, the Supplier shall be responsible for providing its employees chemical safety training mandated by OSHA Hazard Communication Standard. The Supplier shall provide E&I and its members with safety/recall updates for any equipment/products provided.

31. 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

ATTACHMENT B – Terms and Conditions

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.

32. 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.

33. 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.

34. Suspension or Debarment

E&I may, by written notice to the Supplier, immediately terminate the Agreement if it is determined that the Supplier has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

35. 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.

36. 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.

37. 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.

38. 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.

39. Termination for Convenience

E&I may terminate this Agreement for any reason (convenience) by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the Supplier.

40. Termination and Termination for Default

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

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

An order by a member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

ATTACHMENT B – Terms and Conditions

41. 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.

42. Holdover Clause

This holdover clause authorizes Supplier to continue to provide products and services pursuant to any quotation, purchase order or MSA executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the MSA. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

43. Independent Audit

Members may, for a period of three years after expiration of the Agreement, audit the Supplier’s records pertaining to its compliance with the terms of this Agreement. An audit may be scheduled or announced providing the Supplier a minimum of seventy-two (72) hours advance notice. The audit will be conducted by member and/or its designee. Supplier will provide member 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.

44. Open Records

All information, documentation, and other materials submitted by Supplier in response to the 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.

45. Proprietary/Confidential Information

Supplier must clearly mark “Confidential” on any portion of proposal response, which it considers to contain confidential or proprietary information. All information, documentation, and other materials submitted by Supplier in response to the 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.

46. 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.

47. 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.

48. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Gary D. Link C.P.M.
Sr. Vice President, Contracts and Consulting Services
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to Supplier: <contact name>
<supplier>
<street address>
<city, state, zip>
<phone number>
<e-mail address>

ATTACHMENT C – Supplier Questionnaire

All worksheets of the questionnaire MUST be completed to be considered for evaluation. Include completed Questionnaire in Tab 4 of the proposal response and in Microsoft Excel electronic format.

ATTACHMENT D – Accessibility Standards

Suppliers must demonstrate compliance with WCAG 2.0 level AA standards, as required by some members’ IT Accessibility policies. The requested WCAG VPAT applies to Supplier’s website to be offered under a resulting agreement. As requested by members, Supplier must make best efforts to provide VPATS for all products offered in its response using the template available at <https://www.itic.org/policy/accessibility>. Include Attachment D in Tab 7 of the proposal response.

1. Questions

The list of questions below must be completed by the supplier. Third-party evaluation reports may be included as attachments.

- A. Provide your company’s policy or commitment statement regarding electronic accessibility.
- B. Who in your company is responsible for the electronic accessibility policy and compliance (provide contact information)?
- C. Do you have an accessibility function or team responsible for technical development? Describe its role in your organization.
- D. How does your company achieve compliance with IT accessibility standards?
- E. Describe the testing protocols you use to assess the accessibility of your product/service.
- F. Can you provide live or pre-recorded demonstrations of the accessibility of your product?
- G. How do you assure that you keep your product current with changing legal requirements and accessibility best practices?

2. Web Accessibility Requirements Compliance Form

The Web Accessibility Requirements Compliance form below also must be completed by the supplier. For each area of noncompliance, suppliers are expected to describe any planned remediation roadmaps, including timelines and steps that will be taken to achieve full compliance, as well as interim workarounds to enable access by individuals with disabilities.

Requirement	Do you comply with this requirement? Answer: yes, no, or partially	If not compliant, describe remediation plans (include start and end dates).
1.1.1 Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose.		
1.2.1 Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such: Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content; Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.		
1.2.2 Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such.		

ATTACHMENT D – Accessibility Standards

<p>1.2.3 Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such.</p>		
<p>1.2.4 Captions (Live): Captions are provided for all live audio content in synchronized media.</p>		
<p>1.2.5 Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media.</p>		
<p>1.3.1 Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.</p>		
<p>1.3.2 Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined.</p>		
<p>1.3.3 Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound.</p>		
<p>1.4.1 Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p>		
<p>1.4.2 Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level.</p>		

ATTACHMENT D – Accessibility Standards

<p>1.4.3 Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.</p>		
<p>1.4.4 Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality.</p>		
<p>1.4.5 Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: Customizable: The image of text can be visually customized to the user's requirements; Essential: A particular presentation of text is essential to the information being conveyed.</p>		
<p>2.1.1 Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints.</p>		
<p>2.1.2 No Keyboard Trap: If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away.</p>		

ATTACHMENT D – Accessibility Standards

<p>2.2.1 Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: Turn off: The user is allowed to turn off the time limit before encountering it; or Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or Essential Exception: The time limit is essential and extending it would invalidate the activity; or 20 Hour Exception: The time limit is longer than 20 hours.</p>		
<p>2.2.2 Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.</p>		
<p>2.3.1 Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds.</p>		
<p>2.4.1 Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.</p>		

ATTACHMENT D – Accessibility Standards

2.4.2 Page Titled: Web pages have titles that describe topic or purpose.		
2.4.3 Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.		
2.4.4 Link Purpose (In Context): The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general.		
2.4.5 Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process.		
2.4.6 Headings and Labels: Headings and labels describe topic or purpose.		
2.4.7 Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.		
3.1.1 Language of Page: The default human language of each Web page can be programmatically determined.		
3.1.2 Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.		
3.2.1 On Focus: When any component receives focus, it does not initiate a change of context.		
3.2.2 On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component.		

ATTACHMENT D – Accessibility Standards

<p>3.2.3 Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user.</p>		
<p>3.2.4 Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently.</p>		
<p>3.3.1 Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text.</p>		
<p>3.3.2 Labels or Instructions: Labels or instructions are provided when content requires user input.</p>		
<p>3.3.3 Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content.</p>		
<p>3.3.4 Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: Reversible: Submissions are reversible. Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</p>		
<p>4.1.1 Parsing: In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.</p>		

ATTACHMENT D – Accessibility Standards

<p>4.1.2 Name, Role, Value: For all user interface components (including but not limited to: form elements, links, and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.</p>		
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ATTACHMENT E – Arizona State University Supplemental Terms and Conditions

Suppliers must indicate their acceptance of Arizona State University’s specific terms and conditions. Attachment E in its entirety must be included in Tab 6 of proposal response.

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

ARIZONA STATE UNIVERSITY GREEN PURCHASING ENERGY POLICY

Equipment purchased must meet all Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria designated as “gold” as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products

All electrical products purchased by ASU shall meet the US EPA Energy Star certification when available and practicable. When products with Energy Star labels are not available, products that are in the upper 25 per cent of energy efficiency as designated by the federal Energy Management Program shall be used.

Suppliers of electronic equipment, including but not limited to computers, monitors, printers, and copiers, shall be required to take back equipment for reuse or environmentally safe recycling when deemed appropriate by ASU.

ARIZONA STATE UNIVERSITY SUPPLEMENTAL TERMS AND CONDITIONS

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

1. **Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

2. **Conflict of Interest.** If within 3 years after the execution of this Contract, Entity hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Contract as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.

3. **Arbitration in Superior Court.** As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.

4. **Dispute Resolution.** If a dispute arises under this Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

5. **Records.** To the extent required by ARS § 35-214, the non-ASU parties to this Contract (jointly and severally, Entity) will retain all records relating to this Contract. Entity will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Contract and for a period of five years after the completion of this Contract. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Entity.

6. **Failure of Legislature to Appropriate.** In accordance with ARS § 35-154, if ASU’s performance under this Contract depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the

ATTACHMENT E – Arizona State University Supplemental Terms and Conditions

funds necessary for performance, then ASU may provide written notice of this to Entity and cancel this Contract without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

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

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

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

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

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

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

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

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

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

16. **Tobacco-Free University.** ASU is tobacco-free. For details visit www.asu.edu/tobaccofree.

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

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

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

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

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

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(collectively, ASU Data). ASU Data also includes all data and information provided directly to Entity by ASU students and employees, and includes personal data, metadata, and user content.

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

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

20. **Information Security.** All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. To diminish information security threats, Entity will (either directly or through its third party service providers) meet the following requirements:

(a) **Access Control.** Control access to ASU’s resources, including sensitive ASU Data, limiting access to legitimate business need based on an individual’s job-related assignment. Entity will, or will cause the system administrator to, approve and track access to ensure proper usage and accountability, and Entity will make such information available to ASU for review, upon ASU’s request.

(b) **Incident Reporting.** Report information security incidents immediately to ASU (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

(c) **Off Shore.** Direct services under this Contract will be performed within the borders of the United States. Any services that are described in this Contract that directly serve ASU and may involve access to secure or sensitive ASU Data or personal client data or development or modification of software for ASU will be performed within the borders of the United States. Unless stated otherwise in this Contract, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Contract. This provision applies to work performed by subcontractors at all tiers and to all ASU Data.

(d) **Patch Management.** Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon ASU’s request.

(e) **Encryption.** All systems and devices that store, process or transmit sensitive ASU Data must use an industry standard encryption protocol for data in transit and at rest.

(f) **Notifications.** Notify ASU immediately if Entity receives any kind of subpoena for or involving ASU Data, if any third-party requests ASU Data, or if Entity has a change in the location or transmission of ASU Data. All notifications to ASU required in this Information Security paragraph will be sent to ASU Information Security at Infosec@asu.edu, in addition to any other notice addresses in this Contract.

(g) **Security Reviews.** Complete SOC2 Type II or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review by ASU upon ASU’s request. Currently, no more than two reviews per year are required.

(h) **Scanning and Penetration Tests.** Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in this Contract at regular intervals in accordance with industry standards and best practices. Entity must correct weaknesses within a reasonable period of time, and Entity must provide proof of testing to ASU upon ASU’s request.

(i) **ASU Rights.** ASU reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides.

(j) **Secure Development.** Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning prior to releasing new software versions. Entity will provide internal standards and procedures to ASU for review upon ASU request.

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21. **Background Checks.** To ensure the safety and security of ASU, Entity will, at Entity’s expense, conduct reference checks, background checks, and fingerprinting (Screenings) as and when required, on all persons employed or contracted by Entity to perform work under this Contract. The necessity and adequacy of the Screenings will be determined by the type of work each person will be performing under this Contract. Entity will conduct Screenings on each person, as would be required if ASU were hiring the person, within 90 days prior to that person commencing work under this Contract. The minimum Screening requirements are set forth in ASU ACD 126 at <http://www.asu.edu/aad/manuals/acd/acd126.html> and ARS § 15-1649. During the term of this Contract, Entity will exclude from any direct participation in Entity’s performance under this Contract, any dishonest, unethical, unreasonably dangerous or otherwise unqualified person. Entity will maintain as part of the records Entity is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Entity will abide by all applicable laws, rules and regulations including the Fair Credit Reporting act and/or any equal opportunity laws, rules, regulations or ordinances.

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

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

Entity’s services must include the following:

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

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

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

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25. **No Boycott of Israel.** As required by ARS §§ 35-393 to 35-393.01, Entity certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

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

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

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

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

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

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

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

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

- a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Entity, involving vehicles owned, leased, hired, or borrowed by Entity.”
- b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Entity.
- c. Policy will contain a severability of interest provision.

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

Workers Compensation
Employers Liability

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

- a. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Entity.
- b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under ARS § 23-901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/ Independent Contractor) form.

4. Technology/Network Errors and Omissions Insurance.

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

- a. This insurance will cover Entity’s liability for acts, errors and omissions arising out of Entity’s operations or services, including loss arising from unauthorized access or use that results in identity theft or fraud.
- b. Coverage will include the following:
 - Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
 - Computer viruses, Trojan horses, worms and other type of malicious or damaging code;
 - Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
 - Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
 - Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
 - Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
 - Loss or disclosure of confidential information no matter how it occurs;
 - Systems analysis;
 - Software Design;
 - Systems programming;
 - Data processing;
 - Systems integration;
 - Outsourcing including outsourcing development and design;
 - Systems design, consulting, development and modification;
 - Training services relating to computer software or hardware;
 - Management, repair and maintenance of computer products, networks and systems;
 - Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
 - Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.
- c. If the liability insurance required by this Contract is written on a claims-made basis, Entity warrants that any retroactive date under the policy will precede the effective date of this contract, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Contract is completed.

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d. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

5. Professional Liability (Errors and Omissions Liability).

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

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

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

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

C. Notice of Cancellation; Material Changes: Changes to the insurance policies described above, which changes are material to compliance with this Contract, will require 30 days prior written notice to ASU; however, 10 days prior written notice is required prior to cancellation due to non-payment of premiums. Notices required in this Section must be sent directly to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512 and will be sent by United States certified mail, return receipt requested.

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

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

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

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

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

ATTACHMENT E – Arizona State University Supplemental Terms and Conditions

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

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

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

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

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

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

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

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

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

32. **Export Controls.** Interactions between U.S. nationals and non-U.S. nationals may be subject to U.S. laws and regulations controlling the transfer or sharing of information or technical data, computer software, laboratory prototypes and other commodities (Technology), as defined and restricted by the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the Export Control Laws). None of the work undertaken pursuant to this Contract will require either party to take or fail to take any action that would cause a violation of any of the Export Control Laws. If any of the work to be undertaken pursuant to this Contract requires, in ASU’s sole judgment and discretion, a license or other authorization from any agency or authority of the U.S. government and/or any written assurances that the party receiving any Technology will not re-export, transfer, or otherwise share such Technology to or with certain other foreign nationals or destinations without

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the prior approval of the U.S. Government, no such work will be required unless and until the appropriate license or written assurance is obtained. The parties will cooperate with each other to facilitate compliance with any applicable requirements of the Export Control Laws.

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

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

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

ENTITY:

By: _____
Title: _____
Date signed: _____

By: _____
Title: _____
Date signed: _____

ATTACHMENT F – HUB Forms – State of TX

Supplier should make a good faith effort to provide subcontracting opportunities to Minority and/or Women Owned companies for consideration for members in the State of Texas. Include Attachment F in Tab 7 of the proposal response.

The forms for this Attachment and other information are available to print/download at:

<http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>

Suppliers shall indicate their willingness and commitment to submit a Historically Underutilized Business (HUB) Plan for the State of Texas, if the purchase(s) will exceed \$100,000.00 for an agency. The agency shall make the determination for the need for the HUB Plan and as requested by each agency the Supplier shall immediately comply.

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

Authorized Signature

Company and address

ATTACHMENT G – Compliance Language – State of CT

Connecticut State Institutions of Public Higher Education may be interested in purchasing the product(s) and/or service(s) included in this solicitation. Therefore, pursuant with State of Connecticut requirements, Suppliers must complete the following forms/affidavits to satisfy State requirements. Include Attachment G in Tab 7 of the proposal response.

Ethics Forms

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

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

Nondiscrimination Certification Forms

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

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

Definitions

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

Explanation of Forms:

- Form A. Representation: For use by an individual when entering into any contract, regardless of contract value.
- Form B. Representation: For use by an entity when entering into any contract valued at less than \$50,000 for any year of the contract.
- Form C. Affidavit: (Recommended) For use by an entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity certifies through an affidavit that a complying nondiscrimination policy is currently in place.
- Form D. New Resolution: For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a new resolution of the board of directors, shareholders, managers, members, or other governing body.
- Form E. Prior Resolution: For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a prior resolution of the board of directors, shareholders, managers, members, or other governing body.

This form must be completed with Supplier’s Proposal:

Yes No Supplier agrees to accurately complete and submit the appropriate aforementioned documentation with its proposal.

Yes No Supplier agrees to sell items and/or services included in this Request for Proposal to Connecticut State Institutions of Public Higher Education.

ATTACHMENT H – Notice of Intent to Submit a Proposal

This notice is not mandatory but is strongly recommended for Suppliers to submit in order to receive courtesy notification of information related to this RFP.

NOTICE OF INTENT TO SUBMIT A PROPOSAL

RFP 683385 for Computer Equipment and Related Hardware, Software, Services and Support

This notice must be received no later than **1:00 PM ET** on **Friday, September 9, 2016** and must be sent to:

Catherine Goglia
Contract Manager, Technology
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, New York, 11753-1671
Voice: (631) 630-8318
Fax: (631) 273-3370
E-Mail: cgoglia@eandi.org

I, _____, authorized representative of _____ (insert company name) hereby notifies E&I Cooperative Services, Inc. of the intent to submit a proposal in response to RFP 683385 for Computer Equipment and Related Hardware, Software, Services and Support. By signing and returning this form, I stipulate that I have reviewed the RFP, and that I am interested in submitting a proposal.

PRINT NAME:	
TITLE:	
CORPORATE NAME:	
MAILING ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE:	