

IUC Purchasing Group (RFP #UN22-226)  
**Misc. Classroom and Dormitory Furniture**  
Response Due Date: January 31, 2023 3:00 p.m. Eastern Time



**Inter-University Council of Ohio Purchasing  
Group**

**REQUEST FOR PROPOSALS NO. UN22-226  
Miscellaneous Classroom and Dormitory  
Furniture**

**Issue Date:** Thursday, January 5, 2023  
**Response Deadline:** Tuesday, January 31, 2023

**Please submit your RFP Response via  
DocuSign at the following link:**

<https://www.docusign.net/Member/PowerFormSigning.aspx?PowerFormId=84b576ee-01bb-4df7-8ee2-4fce2a405e3a&env=na1&acct=387d1013-fb1c-4705-9bd9-7cf575f484ce&v=2>

## **1. Introduction**

The Inter-University Council of Ohio Purchasing Group (IUC-PG) is soliciting responses from qualified and experienced companies who have experience in the provision of Misc. Classroom and Dormitory Furniture for institutions of higher education. The intent of this RFP is to solicit sealed proposals to establish through competitive negotiation an agreement for Misc. Classroom and Dormitory Furniture to IUC-PG member colleges and universities ("Agreement"). All terms and conditions negotiated between IUC-PG and the selected suppliers(s) for the Agreement and Scope of Services required therein will apply to all Misc. Classroom and Dormitory Furniture performed under the Master Agreement executed between the IUC-PG and the selected supplier(s).

## **2. Purchasing Group Background**

The Inter-University Council Purchasing Group of Ohio is a purchasing consortium comprised of the purchasing officers of the IUC-PG of Ohio member institutions of higher education. The purpose of the formation of the IUC-PG was to achieve standardization of requirements, methods of operation, and to develop agreements that offer the best possible pricing for our members. The program has 37 members made up of the 14 IUC-PG universities, 15 community colleges, and 8 technical colleges. Membership also includes approximately 51 private institutions referred to as the Association of Independent Colleges and Universities of Ohio (AICUO) that also receive some state appropriated funds. See [www.iucpg.com](http://www.iucpg.com) for a complete list of all IUC-PG member institutions.

## **3. Scope of Services**

### **Background**

The IUC-PG requests proposals from qualified vendors to supply the IUC-PG members with Misc. Classroom and Dormitory Furniture in an effort to reduce costs, automate processes, eliminate redundancy, improve function and productivity, and create financial and operational efficiencies for participating member universities.

The intended result of this RFP is the selection of one (1) or more manufacturers to provide Misc. Classroom and Dormitory Furniture to all member institutions; including any additional member institutions who may wish to participate under the IUC-PG price agreement. The IUC-PG cannot guarantee any specific contract usage in terms of dollar volume and/or membership usage throughout the duration of this agreement including renewal options. The current annual spend is approximately \$1 million.

The IUC-PG group requests proposals from qualified vendors to supply the IUC-PG members with Misc. Classroom and Dormitory Furniture. It is the IUC-PG's intent to allow for the option of additional member institutions to engage the selected vendor under the IUC-PG Price Agreement as they desire. It is the desire and intent of this RFP to reduce costs, automate processes, eliminate redundancy, improve function and productivity, and create financial and operational efficiencies for participating member universities.

### **Scope of Work Parameters/Specifications**

The purpose of this document is to invite suppliers to submit a proposal for Misc. Classroom and Dormitory Furniture as required by each individual IUC-PG member institution at the most favorable pricing structure with guaranteed delivery terms for the IUC member schools who wish to participate.

It shall be the IUC -PG sole discretion to select a single or multiple vendors to supply the participating IUC-PG members with their daily needs of Misc. Classroom and Dormitory Furniture. Manufactures are to include the

name, address, phone numbers, email, etc., for any dealers authorized to sell their products to the IUC-PG membership.

Interested manufacturer's, etc. Dealers are not required to participate in this RFP, direct purchase through manufacturers will be considered for award.

A single or multiple vendors will be selected to supply the participating IUC-PG members with their daily needs of **Misc. Classroom and Dormitory Furniture**. Manufacturers should include the name, address, phone numbers, etc. for any dealers, if selling through a dealer, that will be authorized to sell their products to the IUC-PG membership. Interested manufacturer's must complete and include with their proposal, **Attachment A Supplier Work Plan**, which is an **Excel** file and **Attachment B**, also an **Excel** file that shows the discounts, product lines being offered and a listing of the authorized distributors for this agreement.

#### Diversity and Inclusion (additional)

Manufacturers are to demonstrate their support of the IUC-PG supplier diversity and inclusion efforts. Please include all dealerships (MBE/WBE, etc), if utilizing a dealer, which will be utilized as a part of your supply chain in efforts to provide misc. furniture as part of your diversity and inclusion efforts in this agreement.

The IUC-PG encourages women, minority groups, and EDGE vendors to respond to its Requests for Proposals. The IUC-PG is committed to a proactive and a comprehensive supplier diversity program that ensures an active and full participation of historically disadvantaged, economically and socially underutilized businesses located within the State of Ohio and beyond with specific attention to include Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WOBE), and State Of Ohio EDGE Enterprises.

Further, the IUC-PG encourages the participation of women, minority groups, and EDGE vendors in all of its contracts. The IUC-PG therefore requests that all prospective suppliers demonstrate good faith efforts to obtain the participation of minority-owned, women-owned, and EDGE business enterprises in the work to be performed under its contracts. The supplier shall furnish appropriate information about its effort to include women-owned, minority, and EDGE vendors in the contract, including the identities of such enterprises and the dollar amount supplied under the contract.

A listing of Ohio certified minority businesses, as well as the services and commodities they provide, is available from the State of Ohio Minority Business Enterprise Unit and can be reviewed at <http://eodreporting.oit.ohio.gov/searchEODReporting.aspx>

#### Product Categories

The following items are categories that may be included in your RFP offering. This list is not intended to be comprehensive; additional items may be included as deemed appropriate. The IUC-PG will make the final decision as to the selection of any additional items submitted

#### Classroom Furniture

**Including but not limited to:** Applicable desks, chairs, tables, etc.

**The following is a list of manufacturers previously used. In addition to the manufacturers listed, please include other appropriate manufacturers:**

BayView dba SurfaceWorks

Berco

Foliot

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Haworth  
Herman Miller  
Krueger  
International (KI)  
Kimball  
Knoll  
Leeder Furniture  
Sauder  
Senator dba Allermuir  
Steelcase  
Teknion  
Versteel

**Dormitory Furniture**

**Including, but not limited to:** Bed, desk/split desk, dresser, headboard, nightstand, wardrobe, mobile pedestal, desk chair, end table, etc.

**Resident Adviser Suite:**

**Including but not limited to:**

**Living Room:** Bookcase, coffee table, desk chair, end table, TV stand, and sofa.

**Dining Room:** Buffet, chairs, and table.

**The following is a list of manufacturers previously used. In addition to the manufacturers listed, please include other appropriate manufacturers:**

Adden  
Blockhouse  
Nemschoff  
KI  
Sauder  
RT London

**Lobby/Lounge Furniture:**

**Including but not limited to:** End tables, lounge chair, ottoman, and tablet arm chair.

**The following is a list of manufacturers previously used. In addition to the manufacturers listed, please include other appropriate manufacturers:**

Allemuir Blockhouse  
Hickory Furniture  
Keilauer  
Knoll  
OFS  
Sit On It

**Additional Services**

**Design Services:** If design services are being offered, the bidder must include the rates in their response.

**Installation Services:** Please be sure to show any discounts for items delivered to the dock only. If installation is extra, bidder must clearly identify and explain. This could be one of the factors used in the selection process.

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Explain ability to install furniture outside of typical business hours if required. Please explain if there would be any additional costs for this service. Provide, at the time of the award, copies of the current workers compensation certificates and the insurance forms as shown in these RFP documents for all named distributors and their installers. Provide current valid workers compensation certificates and insurance forms for all named distributors and their installers for the life of this price agreement.

**Repair Services** – Explain and repair program services you offer, service are, cost and discounts, timeframe etc.

**Sustainability** – The supplier is encouraged to address environmental concerns related to the purchase of recycled products of operating and maintenance costs, improved energy efficiencies, reduction of waste, use of “green” products and efforts to reduce consumption of energy, water and materials.

**New Product Lines**

Upon written request by the successful proposer and approval from the IUC-PG., new related product lines, not available at the time of proposal bidding, may be added during the course of this agreement at like discounts for the represented manufacturers.

## **4. Preparing and Submitting a Response**

### **Important Dates**

**RFP Release:** January 5, 2023

**Questions Deadline:** January 17, 2023 4:00 p.m. Eastern

**Q&A Response Deadline:** January 24, 2023 3:00 p.m. Eastern

**Supplier RFP Response Deadline:** January 31, 2023 3:00 p.m. Eastern

### **Questions**

Respondents may submit questions regarding this RFP in writing to **Laurie Wolohan at the IUC-PG via email at [info@iucpg.com](mailto:info@iucpg.com) no later than January 17, 2023 ,4:00 p.m. Eastern.** The RFP evaluation team will review and attempt to answer any and all questions received. All questions and their corresponding answers will be posted via RFP Addendum on the IUC-PG website ([www.iucpg.com](http://www.iucpg.com)) no later than 3:00 PM Eastern, January 24, 2023.

However, **no oral interpretations shall be made** to any respondent as to the meaning of any of the documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the email above. To receive consideration, such questions must be received by the Question Deadline as outlined above.

IUC-PG staff will arrange as addenda, which shall be made a part of this Request for Proposal and any resulting Price Agreements, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of bids, IUC-PG staff will post a copy of any addenda to IUC-PG website, located at [www.iucpg.com](http://www.iucpg.com). It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the IUC-PG website.

### **Proposal Format**

Respondents are asked to organize their responses in the order requested, in accordance with the following format:

1. **Letter of Introduction.** Provide a letter of introduction with a brief description of your company, experience in the industry, number of years providing Misc. Classroom and Dormitory Furniture, experience with higher education, and experience with customers of the same size, nature and scope of work. Include company name, address, main point of contact name, title, phone number, fax number, email, and website address.
2. **Supplier Work Plan.** Complete the Supplier Work Plan, Attachment A. Address each of the requirements listed in the scope of work for Misc. Classroom and Dormitory Furniture.
3. **Pricing.** Complete the proposed Discount and Authorized Dealer worksheet Attachment B for each of the sections, Misc. Classroom and Dormitory Furniture.

Electronic responses through DocuSign are due **no later than Tuesday, January 31, 2023 3:00 p.m. Eastern. Any responses received after this date and time will not be considered. Please follow the instructions listed below for submitting your response.**

**Responses should be submitted through the following link:**

<https://www.docusign.net/Member/PowerFormSigning.aspx?PowerFormId=84b576ee-01bb-4df7-8ee2-4fce2a405e3a&env=na1&acct=387d1013-fb1c-4705-9bd9-7cf575f484ce&v=2>

Email an Excel copy of the completed Attachment A “Misc. Classroom and Dormitory Furniture #UN22-226 Supplier Workplan” and Attachment B “Discount Form and Authorized Dealer List” to [info@iucpg.com](mailto:info@iucpg.com) with Misc. Classroom and Dormitory Furniture #UN22-226 Supplier Proposal in the subject line in the exact format that it was sent to you, and include in your submission via DocuSign.

No hard copies will be accepted. Any responses received after this date and time will not be considered.

## 5. Evaluation Criteria

Proposals shall be evaluated by the Inter-University Council of Ohio Purchasing Group after the response deadline. All information will remain confidential until Agreement documentation is fully executed.

Selection shall be made of one or more respondent(s) deemed to be fully qualified and best suited among those submitting proposals for the scope of services and in the response format requested this Request for Proposals. Negotiations shall be conducted with the respondent(s) so selected. After negotiations have been conducted with the Respondent(s) so selected, the IUC-PG shall select the supplier which, in its opinion, has/have made the best proposal.

IUC-PG shall determine in its sole discretion which Respondent is fully qualified, or that one respondent is clearly more highly qualified than the others under consideration, and an Agreement may be negotiated and awarded to that respondent. The award document will be an Agreement incorporating by reference all the requirements, terms, and conditions of the solicitation and the supplier’s proposal as negotiated.

Below is the proposed scorecard which will be used for the RFP evaluation criteria for selecting finalists (if applicable). Upon selection of finalists, any remaining respondents will incorporate results from reference checks and finalist meeting performance, in addition to the point allocation below.

<b>Misc. Classroom and Dormitory Furniture</b>	<b>Max Score</b>
Environmentally sustainable products and solutions	10
Pricing/Discounts	10
Breadth and quality of products/services	10
Service, support, product warranty, maintenance	10
Order placement/delivery/installation	10
Supplier qualification, experience and past performance, reporting capabilities	10
Added value/customization flexibility	10
Conformance to RFP requirements	10
Diversity and Inclusion	10
<b>Subtotal</b>	<b>90</b>

## 6. General Terms and Conditions

The attached Inter-University Council Purchasing Group General Terms and Conditions are made part of this Request for Proposal and contain general requirements for this RFP and any resulting contract.

## **7. RFP Specific Terms and Conditions**

### **RFP TERMS AND CONDITIONS**

#### **Price Agreement Term and Renewals**

**The term of the Agreement shall be for three (3) years from September 1, 2023 through August 31, 2026.**

After the initial three (3) term, IUC-PG reserves the right to renew the agreement resulting from this RFP for two (2) additional one (1)-year terms. Any renewal agreed upon shall occur ninety (90) days prior to the expiration of the Agreement then in force. The IUC-PG reserves the right to extend the agreement beyond the normal expiration date if the IUC-PG determines it to be in their best interest and the selected Contractor(s) agrees to the extension.

#### **IUC-PG Administrative Fee**

By replying to this RFP, the successful respondent agrees to provide to the Inter-University Council Purchasing Group (IUC-PG), a Contract Administrative Fee (CAF), to be calculated each quarter (July 1 – September 30; October 1 – December 31; January 1 – March 31, April 1 – June 30), which is equivalent to one-half of one percent (.50%) of the total paid invoice amounts pursuant to this Agreement during the previous quarter. These fees are to offset the expenses of the IUC-PG in administering this Agreement and are disclosed to and approved by its Members.

This fee shall be sent to and made payable to The Inter-University Council Purchasing Group within 30 calendar days from receipt of invoice. Administrative Fee payments are to be made via the instructions on the invoices. Payment options include eCheck/ACH, credit card, or physical check sent to The Ohio State University, Accounts Receivable at PO Box 182905, Columbus, OH 43218-2905. Failure to submit these fees and reports when due shall constitute grounds to IMMEDIATELY terminate this Agreement but Contractor shall remain liable for any fees due prior to such notification. As a part of the new invoicing process, any fees that go unpaid 60+ days after the invoice due date will be sent to OSU collections and will incur an additional fee to be passed on to the supplier.

The awarded Contractor(s) shall also submit quarterly usage reports through the IUC-PG online website. Instructions on how to complete the reports will be sent to the awarded Contractor(s) upon completion of the award.

#### **Acceptance or Rejection by the IUC-PG**

IUC-PG reserves the right to accept and or reject any or all responses submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the IUC-PG. Respondents whose responses are not accepted shall be notified in writing.

#### **Amending or Canceling Request**

IUC-PG reserves the right to amend or cancel this RFP, prior to the due date and time, if it is deemed to be in its best interest to do so.

#### **Awards**

Any agreement entered into as a result of this RFP may be awarded to one Contractor or to several as multiple awards, whichever is in the best interest of the purpose and intent of the member institutions. The member institutions reserve the right to judgement concerning quality of product/service and the Contractor(s) capability



to service the agreement. Unless the Respondent states otherwise, the IUC-PG reserves the right to award by items, groups of items, or as a whole, whichever is deemed most advantageous to the IUC-PG. If an award is made, the Contractor(s) determined to have offered the best overall value to the IUC-PG shall be accepted.

### **Collusion**

By responding, the firm implicitly states that the proposal has not been made in connection with any other competing firm submitting a separate response to this RFP; is in all respects fair; and has been submitted without collusion or fraud.

### **Dun and Bradstreet Data**

IUC-PG reserves the right to request data from Dun and Bradstreet concerning history of company's financial and payment statistics. Proposals from companies failing to provide the requested data to Dun and Bradstreet will not be considered.

### **Estimated Requirements**

The IUC-PG member institutions do not jointly or individually obligate themselves to procure the volume of material projected within the RFP document. The IUC-PG member institutions in no way obligate themselves to purchase the full quantities indicated, but the entire amount of any discount offered must be allowed whether or not the purchases are select one or more vendors or less than the full quantities indicated. The IUC-PG member institution's requirements may be greater than or less than the quantities shown, and the successful Respondent shall be obligated to fulfill all requirements as shown on the purchase orders whose mailing dates fall within the term of the Agreement.

### **Ethical Conduct**

It is expected that until an agreement is issued, Contractors (awarded or not awarded) will not undertake any actions that might interfere with, or be detrimental to, the contractual obligations of the IUC-PG, its professional staff, or its member institutions. The IUC-PG reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a Respondent. Such actions include, but are not limited to, establishing guidelines for campus visits by a Respondent, and/or removal of a Respondent from the IUC-PG's Proposers list(s).

**Apart from the contact required for any on-going business at the IUC-PG member institutions, Respondents are specifically prohibited from contacting any individual at, or associated with the IUC-PG or participating institutions regarding this RFP during the competition period (prior to an agreement being executed). Respondent communication shall be limited to the contact named on the cover page of this document. A Respondent's failure to adhere to this prohibition may, at IUC-PG's sole discretion, disqualify the Respondent's proposal.**

### **Extension to Educational & Institutional Cooperative Services Inc. (E&I)**

The Inter-University Council Purchasing Group is a strategic partner of the Educational & Institutional Cooperative Services, Inc. (E&I). E&I is a member-owned non-profit sourcing cooperative serving over 5000 educational communities and related institutions throughout the United States, such as four-year colleges, universities, junior or community colleges, nonprofit teaching healthcare facilities affiliated with a university, technical or vocational schools, and private, public or charter schools providing educational programming for students in the primary and secondary grades. E&I currently maintains a large and robust portfolio of contracts. Learn more about E&I by visiting their web site at [www.eandi.org](http://www.eandi.org).

It is the intent of this solicitation and resulting contract(s) to allow for additional cooperative procurement through E&I, if authorized by the awarded Contractor(s). Participation in this cooperative procurement is

voluntary. If authorized by the Supplier(s), the resultant contract(s) may be extended to members of E&I to purchase goods and services in accordance with contract terms. E&I may modify the terms and conditions of the resulting contract to accommodate specific governing laws, regulations, policies and business goals required by E&I, including a negotiated Contract Administrative Fee and reporting requirements. Any such modifications will apply solely between E&I and the Supplier.

Proposer shall affirm within their proposal their willingness to work with E&I to allow for additional cooperative procurement through this solicitation and potential awarded contract.

### **Incurred Costs**

This request for proposals does not commit the IUC-PG to award an Agreement or to pay any costs incurred in the preparation of a response to this request. The IUC-PG will not be liable in any way for any costs incurred by respondents in replying to this RFP.

### **Oral Presentation**

Respondents who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the IUC-PG. This provides an opportunity for the respondent to clarify or elaborate on the proposal. These are fact-finding and explanation sessions only and do not include negotiation. The IUC-PG will schedule the time and location of these presentations. Oral presentations are an option of the IUC-PG and may or may not be conducted.

### **Payment**

Please indicate in your response if credit card is an acceptable form of payment.

### **Pricing**

Respondents are asked to thoroughly explain their pricing structure in their response. The IUC-PG reserves the right to negotiate this and other pertinent terms with the selected finalist(s) and this could become one of the selection criteria used in the award process.

The member(s), at their sole discretion, reserve the right to negotiate a greater discount or seek competitive proposals based upon significant increases in volume. **Any special discounts given to other IUC-PG institutions during the period of this Agreement must be fully documented as an additional offering to this Agreement.** Respondents must complete and provide all information as requested in any RFP Schedules, in accordance with the instructions provided.

Pricing shall remain firm for the initial term of the agreement unless specifically addressed and agreed to by the IUC-PG. Firm prices, and/or discounts for the initial term of the Agreement are required and offers of guaranteed price stability will be a consideration in award. Prices will not be granted which include additional Contractor markup. Price reductions shall be passed on at any time to the IUC-PG members when and as they occur whether due to incentives, term incentives, rebates, etc.

**The IUC-PG will review requests for price increases for any of the extension years. Price increase requests must be submitted at least sixty (60) days prior to the anniversary date in writing and will be considered by the IUC-PG if based on an industry-wide situation and only once per year on the anniversary date.** Contractors will be required to supply documentation of that industry-wide situation to the IUC-PG Executive Director for approval at least 60 days prior to the start of the new agreement year before they go into effect. Requests for price increases may result in cancellation of the agreement, or specific items from the agreement. The Contractor must honor original pricing on all purchase orders mailed prior to the effective date of the approved increases. Any

price change granted will be in a written addendum format. Discounts must remain firm for the term of the agreement.

### **Proposal Accuracy**

**Review proposal carefully since it shall not be corrected after the Proposal Closing Date.** Any agreement or purchase order resulting from this RFP shall require the successful Contractor(s) to adhere to all specified conditions. Failure by the selected Contractor(s) to meet delivery schedules: to deliver within a reasonable time, as interpreted solely by the IUC-PG; to make replacement of rejected articles; or any other failure to perform in accordance with the terms and conditions of the inquiry and resultant agreement shall allow the IUC-PG, at its sole discretion, to rescind or cancel the agreement and purchase in the open market articles or services of comparable grade to replace those rejected or not delivered. Respondent agrees to reimburse the member institution for any expense incurred in excess of the original Agreement price on all such purchases.

### **Proprietary Information**

All evaluation criteria for proposals are non-proprietary and subject to public disclosure after award. All proposals, except for items reasonably identified by Respondent as trade secrets or proprietary information, are subject to public disclosure under Ohio Revised Code Section 149.43. Respondent shall be solely responsible for protecting its own trade secret or proprietary information and will be responsible for all costs associated with protecting this information from disclosure. The IUC-PG shall keep one (1) copy of proposals in accordance with its records retention schedule.

All responses and accompanying documentation will become the property of the IUC-PG at the time proposals are opened. All submitted proposal materials may be subject to disclosure under the Ohio Public Records Law (ORC 149.43). Personal Social Security numbers, if provided, will be redacted prior to release. If you choose to submit documentation containing information your company considers trade secret, please be aware that the IUC-PG may have a duty to release the documentation in response to a public record request. If you wish to claim that certain information contained in the materials is trade secret, your company bears the burden of identifying that information, as well as taking steps to demonstrate that it is subject to protection under the law.

### **Quantity and Commitments**

The IUC-PG participating member institutions do not jointly or individually obligate themselves to procure the volume of material projected unless specifically addressed within the RFP document. Discounts or prices offered must remain for the initial term of the agreement unless specifically addressed in the Contractor's response and agreed to by the IUC-PG. The requirements may exceed the volume estimated and the Contractor(s) will be required to furnish all requirements as shown on purchase orders issued from any of the member institutions that are dated prior to the termination date of the agreement (by mailing date).

### **Return Goods Policy**

All proposals must include information on your returned goods policy. This should include information on restocking charges, your policy on returns caused by an IUC-PG member's negligence or by a Contractor error, and items that are lost or damaged in transit.

### **Samples**

Any samples required for award evaluation must be furnished as requested within seven (7) business days, free of any expense. Unless destruction of sample is necessary for testing purposes, or retention of sample is required as a quality standard for future items shipped, samples will be returned to Respondent, at Respondent's expense, upon request. Unless otherwise requested or necessary, samples become the property of IUC-PG.

**Severability**

If any terms or provisions of this Request for Proposal shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

**Specifications/Scope of Work**

Proposals are requested on the materials and/or services specified in the RFP. Instructions, manufacturer’s model of catalog numbers, etc., if shown herein, are for descriptive purposes only and to guide the Respondent in interpretation of the quality, design, and performance desired, and shall not be construed to exclude proposals offering other types of material or service unless otherwise noted. If the description of your offer differs in any way, you must give complete detailed description of your proposal including pictures and literature where applicable. The Respondent must provide proposal exactly as specified on this RFP. The Respondent may also offer alternatives. The IUC-PG reserves the sole right to determine if any alternates offered will be accepted.

**Use of Designs, Data, Etc.**

The Respondent agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by the IUC-PG or its Member Institutions and use such items only in the production of items awarded as a result of this inquiry and not otherwise, unless the IUC-PG or its Member Institutions written consent is first obtained. Upon demand or completion of resultant purchase order, the Respondent shall return all such items to the IUC-PG or its Member Institutions or make other disposition thereof as may be directed or approved by the IUC-PG or its Member Institutions.

**Use of IUC-PG Agreements**

It is the intent of the Inter-University Council Purchasing Group that unless otherwise stated in the request for proposals, or otherwise agreed to between the Contractor and the individual member institution under an additional agreement, products and services contracted for under IUC-PG agreements and purchased by member institutions shall be for the end use or consumption of the member institution and are not intended for resale.

**Valid Proposals**

Proposals will be considered valid for a period of one-hundred-twenty (120) days after the scheduled due date, unless otherwise noted.

**Waiver of Informalities**

The IUC-PG reserves the right to accept or reject any and all responses to this Request for Proposal, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in its best interest.

**8. Rights and Options Reserved**

The IUC-PG reserves, and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the proposal submission, evaluation, and selection process under this RFP:

- To reject any Proposals if, in the IUC-PG’s sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Respondent does not meet the Qualifications set forth in the RFP, or it is otherwise in the IUC-PG’s best interest to do so;
- To supplement, amend, substitute, or otherwise modify this RFP at any time prior to selection of one

- or more respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- To accept or reject any or all of the items in any proposal and award the Agreement(s) in whole or in part if it is deemed in the IUC-PG's best interest to do so;
  - To reject the proposal of any respondent that, in the IUC-PG's sole judgment, has been delinquent or unfaithful in the performance of any contract with the IUC-PG or participating member universities, is financially or technically incapable or is otherwise not a responsible respondent;
  - To waive any informality, defect, non-responsiveness, and/or deviation from this RFP and its requirements that is not, in the IUC-PG's sole judgment, material to the proposal;
  - To permit or reject at the IUC-PG's sole discretion, corrections (including for information inadvertently omitted), of proposals by some or all of the respondents following proposal submission;
  - To request that some or all of the respondents modify proposals based upon the IUC-PG's review and evaluation;
  - To request additional or clarifying information or more detailed information from any respondent at any time, before or after proposal submission, including information inadvertently omitted by a respondent;
  - To inspect and otherwise investigate projects performed by the respondent, whether or not referenced in the proposal, with or without the consent of or notice to the respondent;
  - To conduct such investigations with respect to the financial, technical, and other qualifications of each respondent as the IUC-PG, in its sole discretion, deems necessary or appropriate.

The IUC-PG further reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the Agreement negotiation and award process resulting from this RFP:

The IUC-PG reserves the right to enter into post-submission negotiations and discussions with any one or more respondents regarding price, scope of services, and/or any other term of their proposals, and such other contractual terms as the IUC-PG may require, at any time prior to execution of a final Agreement. The IUC-PG may, at its sole election, enter into simultaneous, competitive negotiations with multiple respondents or negotiate with individual respondents seriatim. In the event negotiations with any respondent(s) are not satisfactory to the IUC-PG, the IUC-PG reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other respondents; and, to solicit new proposals from companies that did not respond to this RFP. The IUC-PG reserves the right not to enter into any Agreement with any respondent, with or without re-issue of the RFP, if the IUC-PG determines that such is in the IUC-PG's best interest.

**This RFP is for manufacturers only.**