



These Terms and Conditions apply to the “Request” included in the invitation. A Request may be a Request for Proposal, Request for Information, Request for Quote, or a Request for Tender.

Any references to the Client in all Request documents, including these Terms and Conditions relates to the organization on behalf of who ERA is conducting the Request, as noted in the Overview Section of the Request.

### 1. Clarification

Questions regarding aspects of the Request documents should be referred to the Expense Reduction Analysts (ERA) Consultant whose name and contact information appears in the invitation.

ERA reserves the right, at its own discretion, to inform or not inform all other respondents of any question or matter raised and the clarification given.

### 2. Cost of Preparation of Proposal

Suppliers are responsible for their own cost of preparing and presenting proposal submissions and all other costs arising out of the process.

### 3. Format of Proposal Response

Responses must be submitted using the ERA Source View platform. All requests for information in all sections must be answered as concisely as possible while providing all information necessary to understand the outsourcing process proposed. Any deviations from requirements, or requirements that cannot be satisfied by the vendor, must be clearly identified.

Responses must include a statement that indicates that the vendor understands the requirements of the Request and accepts the terms and conditions under which the Request was issued to the vendor.

Any information of a confidential or proprietary nature contained in a supplier response should be clearly marked ‘PROPRIETARY’ or ‘CONFIDENTIAL’ by item or at the top of each page.

Suppliers’ proposal submission must be a completed response as per instructions in the invitation and these Terms and Conditions. Failure to observe these instructions may cause a bid to be considered noncompliant.

Proposal submissions with alterations, erasures, or prices not clearly and legibly stated, may be excluded from consideration. Any alterations to the proposal submissions must be made in writing (via email) to the ERA Consultant noted as the contact in the invitation.

## 4. Presenting the Proposal

Proposals must be submitted by the date specified in the invitation. Late submissions may be considered invalid and excluded from the evaluation.

Suppliers must return the appropriate pricing schedules fully completed.

Before completing the Request, suppliers must carefully read and comply with the ERA Terms and Conditions for Request for Proposal (this document).

## 5. Information Necessary for Proposal

Presentation of a proposal shall be taken to mean that the supplier has obtained all information necessary for its accurate preparation.

Claims by the successful supplier for extra remuneration on the grounds of not being furnished with sufficient, or accurate information, or any unforeseen terms will not be considered by the Client.

The product usages or services listed in the invitation are purely indicative and based upon information provided to ERA. ERA and its client cannot guarantee that the same products or services, or the indicated volumes will be purchased in the future.

## 6. Proposals may be Submitted and Accepted for Whole or Portion

ERA and its Client reserve the right to accept a proposal for all of the items or separate proposals for each or any item or by location(s) or multiple proposals for each or any item.

When compiling proposals, suppliers should indicate whether prices quoted would vary based on the percentage of the total work awarded, and if appropriate, submit additional pricing schedules to cover that eventuality. The proposal should be clearly marked as "Conditional Offer".

## 7. Validity Period

ERA request that suppliers' proposal remain valid for a minimum period of ninety (90) days from the closing date to allow time for client evaluation and consideration of all offers.

## 8. Additional Information

The supplier may be called upon to supply information additional to that shown in its proposal in respect of the service to be provided.

The supplier may be required to authenticate and/or provide evidence of claims made in its proposal.

False or misleading claims or claims that cannot subsequently be authenticated may disqualify the supplier from further consideration and render the proposal invalid.

All submissions, information and responses to inquiries must be in writing and may be incorporated into and made part of any agreement ultimately entered as a result of this invitation to submission.

The successful supplier will be required to forward electronic copies of invoices and/or usage data reports to ERA for a defined period following commencement of the supply arrangements and/or Service Agreement proposed within this RFP. This period would be defined upon award but would not exceed the term of your agreement with Client.

The Request remains the property of the Client and will be returned (or destroyed) by the supplier upon request. Suppliers not submitting a response must immediately destroy all printed, graphic, and electronic documentation related to the Request.

All proposals, once delivered, become the property of the Client.

## 9. Prices

The proposal shall include price or rate details as required in the appropriate pricing schedules.

Where a product or service listed in the pricing schedules is part of a set of products with only minor variations (for example pens or folders that differ in color only) then the price submitted must be applied to all products/services within the set of products/services (unless there are compelling reasons otherwise), whether or not all products or services within the set have been listed in the pricing schedules. Alternatively, the supplier can attach additional prices applicable to the variations of the product or service.

For the life of any agreement proposed by the supplier, prices charged to the client will not change unless justified by an industry-wide market adjustment or other accepted methodology. No other price increases will be accepted, and any overcharges will be charged back to the supplier, requiring a credit to be issued to the client.

ERA requests that all prices be submitted as Exclusive of Tax and that suppliers indicate where items are exempt from tax, however where a supplier has a policy of quoting differently, ERA can accept quoted prices that include tax providing that suppliers indicate whether the prices quoted include or exclude tax and that all of the prices are quoted in the same manner.

## 10. Acceptance

ERA and its Client shall not be bound to accept the lowest offer, or any proposal and no proposal shall be deemed to have been accepted unless and until notice of acceptance in writing is issued.

An invitation to negotiate further with a supplier will not constitute an acceptance of the proposal by the client.

An acceptance of a proposal or any invitation to negotiate or make an offer will not constitute a contract to supply goods and/or services to the client.

ERA does not provide or prepare agreements for supply of goods or services for its clients. Any contracts or agreements entered into need to be arranged between the client and supplier following advice of acceptance under this Request. ERA may facilitate the negotiation and execution of such an agreement.

## 11. Reservation of Rights

ERA and the Client reserve the right to:

- Consider or accept (at our sole discretion) a late proposal
- Extend the proposal closing date. Extension to the closing date may be possible but are not guaranteed. Any request for an extension must be made prior to the closing date noted in the Request and directed to the point of contact.
- Amend the requirements at any time prior to the proposal closing date, provided that the amendment is notified to prospective suppliers.
- Seek information from or negotiate with one or more of the suppliers on any issue at any time and to continue to negotiate with one or more of the suppliers.
- Discontinue negotiations at any time with any supplier.
- Enter into negotiations with any other person or company who is not a supplier.
- Enter into post- proposal negotiations with suppliers on any matters prior to selection.
- Allow a supplier to change its proposal.
- Abandon this process whether before or after the receipt of proposal.
- Make inquiries of any person, company or organization to ascertain information regarding the supplier and its submission.
- Consider an incomplete proposal.

## 12. Confidentiality

The information contained in the Request is confidential and proprietary to the Client. In accepting this Request, suppliers agree to the following conditions, under USA law:

- a. Each party recognizes and agrees that the Confidential Information has been compiled, created and maintained by special effort and expense of the other party.
- b. Each party recognizes and agrees that disclosing or disseminating Confidential Information to a third party will have a materially adverse effect on the other party and agrees not to disclose or disseminate the Confidential Information to any third party. Except as necessary to perform its obligations hereunder, each party shall not use, reproduce or draw upon the Confidential Information or circulate it within its own organization.
- c. Each party shall provide notice to the other party of any demand made upon it under lawful process to disclose or provide the other party's Confidential Information. Such party agrees to cooperate with the other party if it elects to seek reasonable protective arrangements or oppose such disclosure, at the expense of the party that is seeking the protective arrangements or opposing the disclosure.
- d. Any Confidential Information disclosed pursuant to such lawful process shall continue to be Confidential Information, the access to such Confidential Information shall be limited to those persons (i) only with a need to review such information for the purposes for which the disclosure was required, and (ii) who agree in writing to keep the Confidential Information confidential.