



OSU Contract Summary

VENDOR:

American Hotel Register

PRODUCT/SERVICES:

Mattresses, Bedding Covers, Linens, Toiletries, and Related Products and Services

HOW TO USE THIS CONTRACT:

Contact: Nick Ralph
Account Manager - Education
PH: 847-743-4538
FX: 847-743-6538
nralph@americanhotel.com

PRICING:

After registration, go online to review current item pricing

HOW TO ORDER

- Individual registration is required – follow this link to register: <https://www.eandi.org/vendorapps/americanhotel/application.aspx>
Be sure to list your shipping and billing addresses. These will be tied to your account number.
- See attached document “How to Order” for full details. OSU personnel must identify themselves as E&I members (Member #003631)
- Online Ordering – after registration, follow this link to order online: http://www.americanhotel.com/content/E_and_I.aspx

DELIVERY:

- F.O.B. Destination w/exceptions
- See full Delivery Terms on attachment “How To Order”

GENERAL INFORMATION:

Contract Number: 183924 / E & I Contract #CNR01302 – Attached

Contract Start Date: April 1, 2011

Contract End Date: March 31, 2021

ADDITIONAL INFORMATION:

- OSU Terms and Conditions shall prevail
- Payment Terms are Net 30 Days
- Returns are acceptable within 30 days for non-custom items
- Warranties vary according to manufacturer

QUESTIONS:

For questions, contact:
Shannon Fanourakis
Shannon.Fanourakis@oregonstate.edu

American Hotel Register Company
Discount/How To Order

Terms and Conditions :

Contract Effective Dates : 4/01/2011 - 3/31/2016*
With one(1) five(5) year renewal

Prices/Discounts : Click here for [price list](#).
Members are asked to complete an online [registration form](#).

Place Orders With : To place your order
Online: http://www.americanhotel.com/content/E_and_I.aspx
Phone: (847)743-1000 -or- (800)766-6676
Fax: (800)688-9108

Always identify yourself as an E&I member when requesting a quote or placing an order and reference E&I Contract #CNR01302.

American Hotel Register E&I Contract Administrator:

Robert Klott
National Accounts Manager - Education Markets
American Hotel Register
100 S. Milwaukee Avenue
Vernon Hills, IL 60061
Phone: (847)743-1586
E-mail: rklott@americanhotel.com

Federal ID Number : 36-0726190

Credit Cards Accepted : American Express, MasterCard and Visa

Payment Terms : Net 30 Days

Invoicing By : American Hotel Register

Delivery Terms : F.O.B. Destination

On all Made Rite Bedding Mattress products the pricing to the E&I members will be at a delivered price.

All other items from American Hotel will be free freight on all stock orders that are over \$350.00, shipping from one distribution center.

Free freight is available on drop ship orders only if original

manufacturer provides.

Minimum order of \$50.00.

Linen, terry and related products ship by case quantities only.

The typical lead time is 2 to 4 weeks ARO. Delivery Lead Time for Mattresses from Made Rite Bedding will vary by the size of the order.

Return Policy : No returns without authorization.

Return Authorization required.

In the event that the Customer is not satisfied with any merchandise shipped from American Hotel's stock (other than custom or made-to-order products), Customer may return the merchandise to American at any time within (30) days after date of delivery.

Custom products, colors, sizes and imprinted items (including, without limitation, logo products and engraved products) may be returned within (30) days of the date of delivery only if American did not follow Customer's instructions or if there are defects in materials and workmanship at time of delivery.

American's sole liability hereunder with respect to returned goods is expressly limited, at American's election, to repair or replacement (in the form originally shipped) of goods, or repaying or crediting Customer with an amount equal to the purchase price of such goods. The foregoing satisfaction guaranty is in lieu of and excludes all other guaranties and warranties, whether express or implied by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness.

Claims : In the event that the Customer is not satisfied with any merchandise shipped from American Hotel's stock (other than custom or made-to-order products), Customer may return the merchandise to American at any time within (30) days after date of delivery.

Custom products, colors, sizes and imprinted items (including, without limitation, logo products and engraved products) may be returned within (30) days of the date of delivery only if American did not follow Customer's instructions or if there are defects in materials and workmanship at time of delivery.

American's sole liability hereunder with respect to returned goods is expressly limited, at American's election American's election, to repair or replacement (in the form originally shipped) of goods, or

repaying or crediting Customer with an amount equal to the purchase price of such goods. The foregoing satisfaction guaranty is in lieu of and excludes all other guaranties and warranties, whether express or implied by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness.

Warranty : Warranty varies by product purchased. Contact American Hotel Register for details.

Product Literature : Contact American Hotel Register

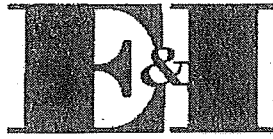
Request Literature : Contact American Hotel Register

Contract Number : CNR01302

RFP Number : 683092

Note : When placing orders, please identify yourself as an E&I Member. The information contained herein is confidential and proprietary to E&I and its members and is not to be shared with any third party.

All pricing and contract terms are strictly confidential and recipients are not authorized to disclose such information to competing suppliers or use it in negotiations with existing or potential suppliers.



Educational &
Institutional
Cooperative
Purchasing

Lower Costs for Higher Ed

**AMENDMENT NUMBER 1
TO AGREEMENT CNR01302
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICE, INC.
AND
AMERICAN HOTEL REGISTER COMPANY**

This AMENDMENT to AGREEMENT CNR01302 for Mattresses, Bedding Covers, Related Linens and Service Solutions ("Agreement") is made between EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICE, INC., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and American Hotel Register Company, 100 South Milwaukee Avenue, Vernon Hills, IL 60061 ("Supplier"). E&I and Supplier hereby amend the AGREEMENT to include the following supplemental language:

- 1.0 E&I and Supplier agree to add the following language to Master Agreement #CNR01302 section 3, "Pricing";
Due to the volatility of the commodities used in the manufacture of the products distributed by the Supplier, such as cotton, oil and steel, E&I will consider intermittent price increases. Any price increase must be accompanied by firm documented proof from the manufacturer of the need for an increase in the prices for the products in this Agreement. E&I reserves the right to decline any request for an increase in prices if such request is undocumented, unwarranted or excessive. As prices for volatile products recede, adjustments to the pricing shall be made to assure good competitive prices for the membership.
- 2.0 E&I hereby accepts the new Supplier price list dated May 16, 2011.
- 3.0 Notwithstanding the terms agreed to in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect. This Amendment becomes binding and effective when signed by both parties.
- 4.0 The Amendment may be executed in several originals, which together constitute but one and the same Amendment. The parties agree that a signature affixed to any one of the originals and delivered by facsimile shall be valid, binding, and enforceable.

AMERICAN HOTEL REGISTER COMPANY

By: 

Printed Name: Lawrence Morse

Title: President/CEO

Date of Signature: 5/31/2011

Address (for notices):

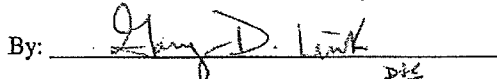
American Hotel Register

100 South Milwaukee Avenue

Vernon Hills, IL 60061

Federal Tax ID: 36-0726190

E&I COOPERATIVE SERVICE, INC.

By: 

Printed Name: Gary D. Link, C.P.M.

Title: Senior Vice President Contracts

Date of Signature: _____

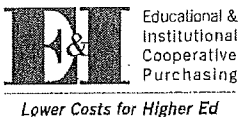
Address (for notices):

E&I Cooperative Service, Inc.

2 Jericho Plaza, Suite 309

Jericho, NY 11753-1671

Federal Tax ID: 11-1694595



Master Agreement
Master Agreement Number CNR01302
For Mattresses, Bedding Covers and Related Products and Services
American Hotel Register Effective April 1, 2011

This Master Agreement (the "Agreement") is effective as of April 1, 2011 by and between American Hotel Register, a corporation with offices located at 100 South Milwaukee Avenue, Vernon Hills, IL 60061 (hereinafter referenced as the "Supplier"), and Educational and Institutional Cooperative Service, Inc. with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I").

This agreement has been established based on the RFP#683092 for Mattresses, Bedding Covers, Related Linens and Service Solutions all terms, conditions and priority order of all addenda, clarifications, BAFO, negotiations and supplier response are part of this Master Agreement.

I. Scope

This National Agreement shall apply to all Higher Education and E&I Member Institutions, their divisions, subsidiaries and affiliates as listed in the Member List, updated from time-to-time, to be provided to the Supplier by E&I. In addition, if E&I or any of its affiliates elect to participate in the Agreement, they shall be considered Member Institutions.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by Higher Education or E&I or its Member Institutions. Any purchases made under this Agreement shall be made by Higher Education Institutions or the individual participating Member Institutions and any resulting contract shall be between the Higher Education or Member Institutions and the Supplier.

II. Term of Agreement

The Agreement term will be for five (5) years, effective 04/01/2011 through 03/31/2016, with one (1) five (5) year renewal. Prior to the end of the initial five (5) year term, and for each successive term, the program will be evaluated in overall context and performance. Exercise of the renewal may require formal written notification to the Supplier one (1) year prior to Agreement expiration. The Supplier must then return formal written acknowledgement of the renewal within 30 days.

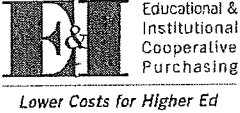
III. Pricing

The pricing for all mattress products available through this Agreement are listed in Exhibit 1. The Market Basket items are listed in Exhibit 2 and shall be applicable to all purchases made under this Agreement. Price may be decreased at any time during the term of this Agreement and Supplier shall provide E&I advance notice of all price reductions. Price increases for the mattress pricing in Exhibit 1 are limited to one time per calendar year.

IV. Report of Sales

The Supplier will be required to file a monthly report of sales (in U.S. Dollars) to E&I by Member institution (the "Report of Sales"). The Report of Sales shall include, but not be limited to, date of sale, member name, city, state, amount of sale and Contract Administrative Fee to be paid to E&I. The Report of Sales is due no later than ten (10) days following the end of the month. Failure to report monthly sales may be grounds for termination of contract. All reports shall be sent to E&I in Microsoft Excel format by the due date to the following email address vrf@eandi.org.

A sample report of sales shall be provided to E&I to assure that the Supplier can meet the reporting requirement of the Cooperative. This sample report shall be submitted to the E&I Accounting Department 10 days after execution of this agreement. The E&I Accounting Department will determine if the report submitted meets the E&I requirement and if so the Supplier shall report sales according to this Master Agreement. If the sample report is deficient, The E&I Accounting Department will notify the Supplier of the deficiencies and the Supplier shall remedy the deficiencies within 10 working days until the report is acceptable to E&I Accounting.



Master Agreement
Master Agreement Number CNR01302
For Mattresses, Bedding Covers and Related Products and Services
American Hotel Register Effective April 1, 2011

V. **Contract Administrative Fee (CAF)**

The Supplier will provide to E&I a Contract Administrative Fee (CAF) of 3.00% of total invoice Price for all orders placed by Higher Education and E&I Members. The CAF shall be calculated monthly and include all orders shipped during the prior month. The CAF may be transmitted via EFT or paid by check to E&I on a monthly basis no later than forty-five (45) days following the end of the month. Failure to submit the CAF and supporting Report of Sales as specified shall incur an interest charge of 1½% per month until amount is paid in full. Supplier has agreed to a minimum guaranteed sales volume and CAF payment for 2011. Details of the guarantee are found in Attachment B on page 4 of this Agreement.

VI. **Terms and Conditions**

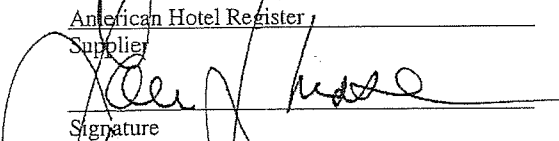
Unless otherwise superseded by the terms and conditions of the contracting Member Institution, the terms and conditions contained in the RFP, and the negotiated changes as identified (Attachment B) shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect. See Attachment C for E&I's General Terms and Conditions.

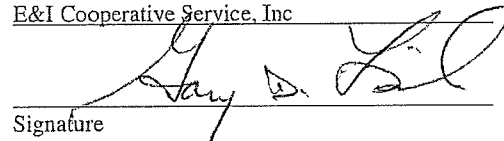
VII. **Member List**

The Official E&I Member institutions will be included via an electronic file from E&I Member Relations.

VIII. **Signatures**

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

American Hotel Register
Supplier

Signature
LAWRENCE J MORSE
Printed Name
PRESIDENT + CEO
Title
MARCH 25, 2011
Date

E&I Cooperative Service, Inc

Signature
Gary Link
Printed Name
Sr. Vice-President, Contracts
Title
3/31/11
Date

Attachment A

American Hotel Register Company is the largest "Contract Program" supplier to the commercial hospitality market, including bed and bath linen solutions. American Hotel Register has over 50,000 products in their catalog.

Contract Pricing – American Hotel Register has provided pricing for their entire catalog.

- Mattress Pricing Exhibit 1
- Core Market Basket Exhibit 2 – 2800 most frequently used items by Higher Education. May change annually on the anniversary date of the contract.

Mattress Recycling program – See Attachment D marked American Hotel Recycling

Other Relevant Terms:

Private Fleet Delivery – Priority door to door delivery service

E-Commerce Capable

Delivery Lead Time – 2 to 4 weeks ARO. Lead time may vary based on the quantity needed. Incoming order volume, mattress size requirements and quantity orders may effect the order lead time.

Minimum order - \$50.00 Products such as linens, terry cloth and related products are shipped in case quantity only.

Freight Terms

- Mattresses; FOB Destination, Prepaid and allowed, minimum 25 Mattresses
- Mattress orders of less than 25 units; FOB Destination, prepaid and added
- On all other products – FOB Destination prepaid and allowed on orders exceeding \$350.00
- On all other product orders less than \$350.00 – FOB Destination prepaid and added
- Free freight is available on drop ship orders if original manufacturer provides this term.

Warranty – Mattress Warranties vary by type; see Attachment E for additional Warranty information.

Replacement policy – Replacement mattresses can be shipped to the Member within 1 to 2 weeks from the notification of the receipt of damaged goods.

For replacements under warranty; proof of defective workmanship or materials must be provided for coverage to apply (see warranty attachment for details)

For replacement due to damage, mattress can be shipped to Member within 5 to 7 business days from date that confirmation of damages is received by shipper.

Payment Terms – Net 30 unless superseded by State Statute (Note the State of Oklahoma is required by statute to have payment terms of Net 45 days)

Returns due to order error – Member must obtain authorization from an American Hotel customer service or sales person before returning any merchandise. All returned merchandise must be in resalable condition. Credit will be based on the returned condition. American Hotel shall provide shipping instructions to insure merchandise is received in resalable condition.

Returns due to Shipping Damage - Items that are damaged during shipping must be noted on the receiving bill of lading. Credit for damaged freight may not apply when bill is signed clear and is determined on a case-by-case basis except for concealed damage.

Returns due to Concealed Damage – Items with concealed damage shall be reported to American Hotel according to the statutes of interstate commerce regulations (within 7 to 10 business days). Upon notification of concealed damaged American Hotel will reship new product within 5 to 7 business days.

Attachment B
Negotiated changes to the Terms and Conditions

Supplier Sales and CAF Payment Guarantee

For the period from April 1, 2011 through December 31, 2011 the Supplier shall guarantee that E&I will receive a minimum CAF payment of \$30,000. Should the sales volume reach \$2,000,000.01 in 2011, the CAF due E&I shall be calculated at 3.00% on all sales over \$2,000,000.00. Thereafter (January 2012 through the end of the contract including any renewals), all sales through the E&I contract would be subject to the full 3.00% CAF. Below is a chart to define the monthly minimum reporting and CAF payments for 2011. If the monthly sales volume exceeds the chart example below, the Supplier shall report the full amount of sales for that month at a CAF rate of 1.50% until the \$2,000,000 threshold is satisfied;

Month	Minimum Sales Volume	Minimum CAF payment	Due Date for Report and CAF payment
April 2011	\$222,222.23	\$3,333.34	June 15, 2011
May 2011	\$222,222.22	\$3,333.33	July 15, 2011
June 2011	\$222,222.22	\$3,333.33	August 15, 2011
July 2011	\$222,222.22	\$3,333.33	September 15, 2011
August 2011	\$222,222.22	\$3,333.33	October 15, 2011
September 2011	\$222,222.22	\$3,333.33	November 15, 2011
October 2011	\$222,222.22	\$3,333.33	December 15, 2011
November 2011	\$222,222.22	\$3,333.33	January 15, 2012
December 2011	\$222,222.23	\$3,333.35	February 15, 2012

Starting in January 2012 all sales shall be subject to full 3.00% CAF (Section V "Contract Administrative Fee) and reported to E&I as per Section IV "Report of Sales" on page 1 of this Agreement.

Attachment C

E&I General Terms and Conditions

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 E&I shall undertake to defend any and all suits and to investigate and defend 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.

10. 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 coverage's: (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. Supplier shall furnish to E&I satisfactory proof of such insurance coverage included with Supplier's proposal.

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.

11. 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 and is exempt from federal, state and excise and other taxes imposed for services rendered and products, equipment or parts supplied. 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.

12. Americans With Disabilities Act

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

13. 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. The 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.

14. 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.

15. Non-Discrimination

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

16. 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.

17. 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 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Termination and Termination for Default

E&I may terminate this Agreement for any reason, including changes in the market price of the products, by delivering not less than thirty days (30) prior written notice thereof to Supplier. In addition, 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 10 days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement.

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.

26. 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.

27. Open Records

E&I considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure after an agreement is awarded. Vendors are hereby notified that E&I adheres to all statutes, court decisions and the opinions of the member's states regarding the disclosure of proposal information.

28. Proprietary/Confidential Information

Respondent must clearly mark "Confidential" on any portion of your response, which you consider to contain confidential or proprietary information. All information, documentation, and other materials submitted by Respondent in response to this 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.

29. 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.

30. 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.

32. 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.
E&I Cooperative Service Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to American Hotel: Robert Klott
National Account Manger – Education Markets
American Hotel Register
100 S. Milwaukee Avenue
Vernon Hills, IL 60061