The Cooperative Purchasing Network
11280 West Road~ Houston, Texas 77065
(888) 884-7695
www.tcpn.org

Publication Date: October 20, 2011

NOTICE TO RESPONDENT

SUBMITTAL DEADLINE: Tuesday, November 22, 2011, 10:00 AM CST

Questions regarding this solicitation must be submitted to questions@tcpn.org no later than *November 15, 2011.* All questions and answers will be posted to http://www.tcpn.org/default.aspx?name=QA_11-17.

Request for Proposal (RFP)
for
Janitorial Supplies, Equipment, Maintenance & Repair

Solicitation Number 11-17

It is the intention of TCPN to establish a national contract that satisfies the needs of participating governmental entities in the purchase of Janitorial Supplies, Equipment, Maintenance & Repair. This contract will enable agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services.

While this solicitation specifically covers Janitorial, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of The Cooperative Purchasing Network (TCPN). Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. *(Label included on last page)* Two (2) bound and signed copies of the proposals and two electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided.

For questions regarding this solicitation please contact Deborah Bushnell @ 713-744-6549.

Jason Wickel
Director TCPN

TABLE OF CONTENTS

A. Introduction

B. Scope

C. Instructions to Respondents

D. Process

E. Evaluation Criteria

F. General Terms & Conditions/Vendor Contract Form

H. Vendor Questionnaire

I. Company Profile

J. Product/Services
- Special Terms & Conditions
- Specifications

K. References

L. Pricing

M. Miscellaneous

N. Required Documents
- Clean Air and Water Act / Debarment Notice
- Lobbying Certification
- Contractor Requirements
    1. Contractor's Employment Eligibility
    2. Fingerprint & Background Checks
    3. Business Operations in Sudan, Iran
- Antitrust Certification Statement

INTRODUCTION

The Cooperative Purchasing Network (TCPN)

TCPN is a governmental entity, established in 1997, tasked with assisting public entities to increase efficiency and economy when procuring goods and services. Our contracts are approved by a single governmental entity and are available for use, and benefit, all entities that must comply with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

TCPN is a national purchasing cooperative, leveraging one of the largest pools of purchasing potential. TCPN competitively bids and awards contracts for commonly purchased products and services. Our unique contracts cover Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology to name a few.

Purpose of TCPN

- Provide governmental agencies opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

Customer Service

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

Purchasing Procedures

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO “Per TCPN Contract”
- Awarded vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly/quarterly to TCPN.

SCOPE

It is the intention of TCPN to establish a contract with vendor(s) for **Janitorial Supplies, Equipment, Maintenance and Repair.** Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from a manufacturer's price list. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, TCPN requests equal or better than pricing to be submitted.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

TCPN is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of **Janitorial Supplies, Equipment, Maintenance and Repair.** In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

INSTRUCTIONS TO RESPONDENTS

Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. TCPN reserves the right to reject or accept any response.
- Deviations to any terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
- Two (2) bound and signed copies of the solicitation, and two (2) electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided.

Proposal Format

- Required: Responses shall be provide in a three-ring binder or report cover using 8.5 x 11 size paper clearly identified with the name of the Respondents company and solicitation responding to on the outside front cover and vertical spine. All forms are to be completed electronically. Include a copy of all solicitation pages before section needing tabulation in response. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

Binder Tabs

Tab 1 - Vendor Contract and Signature Form

Tab 2 - Questionnaire

Tab 3 - Company Profile

Tab 4 - Product / Services

Tab 5 - References

Tab 6 - Pricing

Tab 7 - Value Add

Tab 8 – Required Documents

Shipping Label

The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packages must be sealed and delivered to the TCPN office no later than the submittal deadline assigned for this solicitation.

From_____

Company_____

Address_____

City, State, Zip _____

Solicitation Name and Number _____

Due Date and Time _____

PROCESS

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to TCPN and its participating agencies. TCPN reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Competitive Range

It may be necessary for TCPN to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of TCPN to award a manufacturer's complete line of products, when possible.

Estimated Quantities

TCPN estimates considerable activity resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services, however, TCPN makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract estimates from **$3** million a year to **$5** million a year.

Evaluation

A committee will review and evaluate all responses and make a recommendation for award of contract(s). TCPN will base a recommendation for contract awards on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with TCPN based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by TCPN. A contract is formed when TCPN's authorized administrator signs the Signature Form and Board of Directors approves award of the contract. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

Clarifications/Discussions

TCPN may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, TCPN reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between TCPN and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. TCPN will not assist respondent bring its proposal up to the level of other proposals through discussions. TCPN will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

TCPN has a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow TCPN to fulfill current and future needs, TCPN reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with TCPN.

Non-Exclusive

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for to sole convenience of TCPN members. TCPN and participating entities reserve the right to obtain like goods and services from other sources.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Open Records Policy

Because TCPN contracts are awarded by a governmental entity, responses submitted to TCPN are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). TCPN must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. TCPN must comply with the opinions of the OAG. TCPN assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Specifications

TCPN specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on their needs. Manufacturer's specifications (Design Guides), when used by TCPN, are to be considered informative to give the respondent information as to the type and kind requested. Responses of reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

EVALUATION CRITERIA

Products/Pricing (40 Points)

1. All products and services available
2. Pricing for all available products and services
3. Pricing for warranty on all products and services
4. Ability of Customers verify they received contract pricing
5. Payment methods

Performance Capability (30 Points)

1. Ability to deliver products and services nationally, delivery dates, response to emergency orders, fill rate, and shipping charges
2. Return and restocking policy and applicable fees
3. History of meeting the shipping and delivery timelines
4. Ability to meet service and warranty needs of members
5. Customer service/problem resolution
6. Invoicing process
7. Contract implementation/Customer transition
8. Financial condition of vendor
9. Website ease of use, availability, and capabilities related to ordering, returns and reporting

Qualification and Experience (20 Points)

1. Vendor reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with TCPN and/or TCPN members
4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 10 customer references relating to the products and services within this RFP

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training

TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM

VENDOR CONTRACT

Between _____*and*

THE COOPERATIVE PURCHASING NETWORK (TCPN)

For

Janitorial Supplies, Equipment, Maintenance & Repair

The following pages will constitute the contract between the successful vendor(s) and The Cooperative Purchasing Network (hereinafter referred to as "TCPN"), having its principal place of business at 7145 West Tidwell, Houston, TX 77092. Respondent shall include in writing any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract

This contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

GENERAL TERMS AND CONDITIONS

1. Customer Support

The vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. Assignment of Contract

No assignment of contract may be made without the prior written approval of TCPN. Purchase orders and payment can only made to awarded vendor unless otherwise approved by TCPN.

Awarded vendor is required to notify TCPN when any material change in operations is made that may adversely affect TCPN's members, (i.e. bankruptcy, change of ownership, merger, etc.)

3. Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

4. Renewal of Contract

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the vendor. TCPN shall review the contract prior to the renewal date and notify the current awarded vendor each year of the contract renewal. Awarded vendor shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a TCPN contract whether awarded a renewal or not.

5. Funding Out Clause.

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

6. Ordering Procedures

Purchase orders are issued by participating entities to the awarded vendor stating *"Per TCPN Contract"*.

7. Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

8. Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating *"Per TCPN Contract".* The shipment tracking number or pertinent information for verification shall be made available upon request.

9. Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

10. Reporting

The awarded vendor shall electronically provide TCPN with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to TCPN offices at **reporting@tcpn.org**. Reports are due on the **fifteenth (15th)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name
TCPN Report
Month or Quarter

Entity Name	Zip Code	State	PO or Job#	Sale Amount

Total _____

11. Payments

The entity using the contract will make payments directly to the awarded vendor.

12. Pricing

The awarded vendor agrees to provide pricing to TCPN and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to promptly lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by TCPN. However, the awarded vendor must honor previous prices for thirty (30) days after approval and written notification from TCPN if requested.

All pricing submitted to TCPN shall include the administrative fee to be remitted to TCPN by the awarded vendor**.** It is the awarded vendor's responsibility to keep all pricing up to date and on file with TCPN. All price changes shall be presented to TCPN for acceptance, using the same format as was accepted in the original contract.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

13. Administrative Fees

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

Annual Sales Through Contract	**Administrative Fee**
0 - $50,000,000	2%
$50,000,001 - $100,000,000	1.75%
$100,000,001 - $150,000,000	1.5%
$150,000,001 - $200,000,000	1.25%
$200,000,001 - $500,000,000	1%
$500,000,001 - $1,000,000,000	0.75%
$1,000,000,000+	0.5%

14. Warranty conditions

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

15. Indemnity

The awarded vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. Any litigation involving TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's members shall be in the jurisdiction of the participating agency.

16. Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

17. Marketing

Awarded vendor agrees to allow TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from TCPN.

18. Supplemental Agreements

The entity participating in the TCPN contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement.

19. Certificates of Insurance

Certificates of insurance shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

19. Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

20. Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with the Director of TCPN and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

21. Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

22. Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (TCPN or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

22. Miscellaneous

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

TCPN reserves the right to request additional items not already on contract at any time.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Accepted by The Cooperative Purchasing Network:

Term of contract _____to _____

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

_____ _____
Director of TCPN Date

_____
Print Name

_____ _____
Authorized Signature Date

_____
Print Name

TCPN Contract Number _____

TAB 2 – QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. **States Covered**
   Bidder must indicate any and all states where products and services can be offered.
   Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐Alabama
☐Alaska
☐Arizona
☐Arkansas
☐California
☐Colorado
☐Connecticut
☐Delaware
☐District of Columbia
☐Florida
☐Georgia
☐Hawaii
☐Idaho
☐Illinois
☐Indiana
☐Iowa
☐Kansas
☐Kentucky
☐Louisiana
☐Maine
☐Maryland
☐Massachusetts
☐Michigan
☐Minnesota
☐Mississippi
☐Missouri
☐Montana
☐Nebraska
☐Nevada
☐New Hampshire
☐New Jersey
☐New Mexico
☐New York
☐North Carolina
☐North Dakota
☐Ohio
☐Oklahoma
☐Oregon
☐Pennsylvania
☐Rhode Island
☐South Carolina
☐South Dakota
☐Tennessee
☐Texas
☐Utah
☐Vermont
☐Virginia
☐Washington
☐West Virginia
☐Wisconsin
☐Wyoming

☐ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐American Samoa
☐Federated States of Micronesia
☐Guam
☐Midway Islands
☐Northern Marina Islands
☐Puerto Rico
☐U.S. Virgin Islands

2. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

   It is the policy of some entities participating in TCPN to involve minority and women business enterprises and historically utilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

   a. **Minority/Women Business Enterprise**
   Respondent certifies that this firm is an M/WBE ☐Yes ☐No

   b. **Historically Underutilized Businesses**
   Respondent certifies that this firm is a HUB ☐Yes ☐No

3. Residency

Responding Company's principal place of business is in the city of_____State of ___.

4. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

5. Processing Information

Company contact for:

Contract Management

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone:_____Fax:_____

Email:_____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone:_____Fax:_____

Email:_____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone:_____Fax:_____

Email:_____

6. **Distribution Channel:** Which best describes your company's position in the distribution channel:

☐ Manufacturer direct ☐ Certified education/government reseller

☐ Authorized distributor ☐ Manufacturer marketing through reseller

☐ Value-added reseller ☐ Other _____

7. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. ☐Yes ☐No

(If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.)

- Pricing submitted includes the required TCPN administrative fee. ☐Yes ☐No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? ☐Yes ☐No

8. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

TAB 3 – COMPANY PROFILE

Information About Your Company

Please provide the following:

1. Company's official registered name.

2. Brief history of your company, including the year it was established.

3. Company's Dun & Bradstreet (D&B) number.

4. Company's organizational chart of those individuals that would be involved in the contract.

5. Corporate office location.

    a. List the number of sales and service offices for states being bid in solicitation.

    b. List the names of key contacts at each with title, address, phone and e-mail address.

6. Define your standard terms of payment.

7. Who is your competition in the marketplace?

8. What is your market share?

9. Are you gaining market share, losing market share, or maintaining market share?

10. What is your strategy to increase market share?

11. What differentiates your company from competitors?

12. Describe how your company will market this contract if awarded.

13. Describe how you intend on introducing TCPN to your company.

14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.

15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Green Initiatives

- We're committed to helping to build a cleaner future!

  According to the U.S. Census Bureau, the world population is expanding at a mind-boggling rate. The world reached 1 billion people in 1800; 2 billion by 1922; and over 6 billion by 2000. It is estimated that the population will swell to over 9 billion by 2050. That means that if the world's natural resources were evenly distributed, people in 2050 will only have 25% of the resources per capita that people in 1950 had.

  The world has a fixed amount of natural resources - some of which are already depleted. So as population growth greatly strains our finite resources, there are fewer resources available. If we intend to leave our children and grandchildren with the same standard of living we have enjoyed, we must preserve the foundation of that standard of living. We save for college educations, orthodontia, and weddings, but what about saving clean air, water, fuel sources and soil for future generations?

  As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices throughout TCPN to reduce our carbon footprint, reduce waste, energy conservation, and ensure efficient computing and much more. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

TAB 4 – PRODUCT / SERVICES

TCPN is soliciting proposals from qualified respondents for **Janitorial Supplies, Equipment, Maintenance and Repair** for its member agencies. The Services shall include, but not be limited to:

A. General Requirements

1. **Qualified Firms:** Offerors should meet the following minimum qualifications:

    a. Have a strong national presence in the janitorial and sanitation supply industry.

    b. Have a distribution model capable of delivering products nationwide.

    c. Have a demonstrated sales presence.

    d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

    e. Be able to provide a full range of products, supplies and services to meet the demands of participating TCPN members and all agencies that opt to participate in the cooperative purchasing program with TCPN.

2. **Defective Product:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the participating entity within seven (7) days of initial notification.

3. **Equipment and Product Recall Notices:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment of product purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.

4. **Warehousing, Distribution and Sales Facilities:** The products specified in this solicitation are dependent upon an extensive manufacturer-to–customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.

5. **Catalogs:** Within 10 days after contract award and after request from TCPN staff, Contractor must submit complete price lists and catalogs of their product line in hard copy and on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists.

B. Product Requirements:

1. **Products:** A complete and comprehensive line of quality made janitorial and sanitation supplies to support the daily maintenance and operation functions of the agency. The categories include, but are not limited to the following:

    a. Dilution Control- Dilution control chemicals and delivery systems ranging from hand-held to wall-mounted systems.

Line Item Number	Description	Product Name	Package Size	Dilution Rate	End/Use Gal/Container	Price Unit	End Use Cost/Gal
	pH Neutral Disinfectant						
	All Purpose Cleaner						
	Glass Cleaner						
	pH Neutral Cleaner						
	Environmental General Purpose Cleaner						
	Heavy DutyCleaner/Degreaser						

b. Green Products- Products and supplies that meet industry recognized certified green standards from independent third-party certifications like EcoLogo and Green Seal.

Line Item Number	Description	Product Name	Package Size	Dilution Rate	End/Use Gal/Container	Price Unit	End Use Cost/Gal
	Dye Free Unscented pH Neutral Disinfectant						
	Green Seal All Purpose Cleaner						
	Green Seal Glass Cleaner						
	Green Seal pH Neutral Cleaner						
	Green Seal Environmental General Purpose Cleaner						
	Green Seal Heavy Duty Cleaner/Degreaser						

c. Industrial Paper and Dispensers- Includes sanitary paper towels, toilet tissue, wipers, and proprietary and universal product dispensers.

d. Hard Floor Care- Products and supplies to care for flooring including wood, stone, concrete, and resilient flooring. Products include cleaners, strippers, finishes, sealers, restorers, sweeps, absorbents, mats, pads, doodlebugs, bonnets, brooms, brushes, handles, buckets, wringers, dust pans, mops, and squeegees.

e. Carpet Care- Products and supplies such as pre-sprays, shampoo, spotters, cleaners, post treatments for carpet and upholstery.

f. Restroom Care- Products and supplies including cleaners, brushes, deodorants, proprietary and universal dispensers, sanitizers, disinfectants, skin care and feminine products.

g. **Waste Receptacles and Liners-** Products and supplies for the collection and disposal of waste.

h. **Machines and Accessories-** Janitorial equipment such as auto scrubbers, floor machines, burnishes, extractors, vacuums, dryers, sweepers, steam cleaners, and associated supplies and accessories.

i. **Laundry and Kitchen-** Products and supplies specific to laundry and kitchen care.

j. **Industrial Tools & Supplies-** Tools, supplies and accessories to support cleaning activities including janitor carts, dusters, window cleaners, brushes, spray bottles, squeegees and gloves.

k. **Other Categories-** Products, supplies, and equipment not offered in a category listed above.

Line Item Number	Description	Product Name	Package Size	Dilution Rate	End/Use Gal/Container	Price Unit	End Use Cost/Gal
	Green Seal Foam Soap						

2. **Current Products:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. **Pricing-** Offerors are to provide a discount from a verifiable price index and provide a reduced net pricing schedule. Contractor must fully describe and disclose details of proposed pricing method including audit verification method. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement (s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors' discounts to the prices listed on their manufacturer's price lists, retail price sheets, and catalogs.

C. <u>Service Requirements:</u>

1. **Services:** TCPN is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to the following.

a. **Small Business Program:** The ability to incorporate small business enterprise into your distribution, sales, services, and product offerings. The program should focus on increasing opportunities for small local businesses under this contract. At a minimum, it should establish how business will be directed to small local businesses, establish any unique product or service offerings and develop small businesses as second-tier suppliers.

b. **Consulting Services-** Examples include inventory solutions, emergency preparedness programs, eCommerce and safety services.

c. **Training & Education-** The ability to provide on-site and/or online training and educational programs/seminars as well as providing technical product knowledge and support in English and in Spanish.

d. **Software Punch Out:** The capability of your electronic ordering system to interface with an agency's invention software system such as Oracle Synergen inventory system.

e. **Green/Sustainability Program:**

   1. **Policies:** Efforts and policies pertaining to green and sustainability.

   2. **Products:** Impact on product offerings.

   3. **Distribution:** Impact on distribution process.

   4. **Certifications:** The Industry recognized certifications and standards obtained and those represented through its catalog of products.

f. **Repair Services:** The ability to provide repair services of janitorial equipment through authorized manufacturer's facilities or other avenues.

g. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

h. **Sourcing:** Capability of sourcing products

   1. from non-catalog suppliers and

   2. from line card extensions of catalog suppliers

i. **Other Services/Programs**: Other value-add services not included in above categories such as installation of chemical and paper product dispensing units.

Non Warranty Service Rates

Description	Rate
Straight Time Repair Hourly Rate (Rider on Autoscrubber)	Per Hour
Straight Time Repair Hourly Rate (Autoscrubber Battery)	Per Hour
Straight Time Repair Hourly Rate (Propane Equipment)	Per Hour
Straight Time Repair Hourly Rate (Corded Equipment)	Per Hour
Straight Time Repair Hourly Rate (Single Motor Vacuum)	Per Hour
Straight Time Repair Hourly Rate (Dual Motor Vacuum)	Per Hour
Travel Time Fee/Hourly Rate	Per Hour
Shop Supplies Fee (if any)	Per Invoice
Equipment Cleaning Fee	Per Invoice
Equipment Diagnostic Fee	Per Piece
Emergency Service Rate after 5 PM	Per Hour
Emergency Service Rate Weekends	Per Hour

Travel Time Fee/Rate should exclude service/repair time.

One time travel charge per repaired machine? _____Yes _____No

Do Half Hour Rates Apply? _____Yes _____No

Is there an equipment drop off location? _____Yes _____No

Address of Drop off Location _____

Do you have a fuel charge? _____Yes _____No

Trouble shooting over the phone will be non-billable and is considered part of the supplier's quality customer service to the participating entity.

Our warranty for same repair/service for individual machine is _____Days

List Authorized Warranty Repairs conducted for Manufacturers.

TAB 5 – REFERENCES

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

TAB 6 – PRICING

Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.

- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular bidder and the pricing per item.

- Electronic price lists must contain the following:
    - Manufacturer part #
    - Vendor part # (if different from manufacturer part #)
    - Description
    - Manufacturers Suggested List Price and Net Price
    - Net price to TCPN (including freight)

- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in electronic form only.***

Not to Exceed Pricing

- TCPN requests pricing be submitted as not to exceed for any participating entity.

- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.

- Vendor must allow for lower pricing to be available for similar product and service purchases.

TAB 7 – VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation you think will enhance and add value to this contract for TCPN participating agencies.

TAB 8 - REQUIRED DOCUMENTS

DOC #1 Clean Air and Water Act / Debarment Notice

DOC #2 Lobbying Certification

DOC #2 Contractors Requirements

DOC #3 Antitrust Certification Statement

DOC #1

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_____

Signature of Respondent

_____

Date

DOC #3

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the TCPN Participating entities in which work is being performed

---

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

---

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

_____
Signature of Respondent

_____
Date

DOC #4

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor _____

_____

_____

Address _____

_____

_____

Phone _____

Fax _____

Bidder _____
Signature

_____
Printed Name

_____
Position with Company

Authorizing Official

_____
Signature

_____
Printed Name

_____
Position with Company