



The Cooperative Purchasing Network

7145 West Tidwell ~ Houston, Texas 77092-2096

Phone (713) 744-6356 ~ Fax (713) 744-0648 ~ Toll-free (888) 884-7695 ~ Toll-free fax (800) 458-0099

Website: www.tcpn.org ~ E-mail: tcpn@esc4.net

Publication Date: September 24, 2009

NOTICE TO BIDDERS

Competitive sealed proposals addressed to The Cooperative Purchasing Network (TCPN) will be received in the TCPN Office located at 7145 West Tidwell, Houston, TX 77092-2096 until:

RFP # 09-09

Request for bid Proposal (RFP) for Office Supplies, Related Products, and Office Services

Due Date: Tuesday, October 20, 2009 @ 2:00pm CDT

NOTICE TO VENDORS

It is the intention of **TCPN** to establish annual contracts to satisfy the needs of participating government entities in the purchase of **Office Supplies, Related Products, and Office Services**. These contracts will enable the agencies to purchase on an "as needed" basis from competitively awarded contracts with high performance vendors. Respondents are requested to submit a proposal for offering their total line of available products and services that are commonly purchased by government entities and school districts. **Respondents are encouraged to offer any product or service that they currently perform in their normal course of business.** Annual volume of **TCPN** Office Supplies has exceeded \$28 million in volume. The projected volume for this contract is between \$25 million and \$100 million annually during the course of this contract and all its renewals. **TCPN guarantees no minimum quantity.**

Bid Proposals shall be received no later than the deadline in the offices of the Director of The Cooperative Purchasing Network (TCPN). Immediately following the deadline, proposals will be opened and the respondents listed. Any Bid Proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted proposals cannot be accepted. Bid Proposal shall be submitted in a sealed envelope/package, plainly marked with the name of the proposal and the opening date and time. Two (2) bound and signed copies of the proposal, and two (2) electronic copies on (CD) versions of Flash Drives (i.e. Pin or Jump drives) shall be provided.

Jason Wickel
Director TCPN

Introduction

The Cooperative Purchasing Network (TCPN)

TCPN is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies throughout the nation.

Participation in TCPN is not required of any governmental agency. However, participation of government agencies can provide the legally required competition for contracts for commonly purchased products and services, thereby saving the individual government agency the cost of completing the competitive process. If a vendor is awarded a TCPN contract, the vendor can avoid the time and expense of going through the competitive process for each individual participating government agency.

Purpose of TCPN

- Provide government agencies opportunities for greater efficiency and economy in acquiring goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- Provide competitive price solicitation 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 by contracting with “high performance” vendors.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Assist government agencies in maintaining the essential controls for budget and accounting purposes.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.

Customer Service

- The successful vendor must be “customer service oriented.” Purchasing and materials management must be able to respond to user needs in a manner that satisfies the needs of the agency. TCPN staff is available to end users for guidance in making purchasing and contracting decisions.
- By establishing contracts for many commonly purchased items, TCPN provides a way for government agencies to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TCPN also helps vendors by reducing the number of bids and proposals that require responses to be made to individual districts.

Financing of TCPN

- TCPN does not charge any fees to participating government agencies.
- The total cost of the TCPN program is funded through an administrative fee paid to TCPN by the participating vendors. The fee is based on actual vendor sales and will be two (2) percent of actual sales under this contract.

Purchasing Procedures

- Contracts are established through open competition. A successful vendor that is awarded a TCPN contract has met all State of Texas bidding requirements.
- Purchase orders are issued by participating governmental agencies to the Vendor. Purchase orders are then sent to TCPN where they are reviewed and edited.
- Vendors deliver goods/services directly to the participating agency and then invoice the participating agency. The Vendor receives payment directly from the participating agency.

Scope of the Proposal

It is the intention of **TCPN** to establish annual contracts that satisfy the needs of participating government entities in the acquisition of **Office Supplies, Related Products, and Office Services**. TCPN seeks to contract with businesses that can offer their complete line and serve as a single source for TCPN participating entities. TCPN reserves the right to multiple-award this contract, if deemed in the best interest of the membership. TCPN also reserves the right to reject all proposals and not award a contract as determined in the best interests of its participants.

Products considered for award shall be in full compliance to all applicable federal, state and local standards, codes and regulations. Bidders shall document compliance to said standards and provide certificates of insurance.

Bidders are requested to submit a proposal for offering their total line of available products and services that are commonly purchased by government entities and school districts. Whereas, the items to be purchased are of indefinite description and indefinite quantity, bidders should consider volume potential in regards to the geographic coverage of the TCPN contract service area. Awards will be based on the criteria set forth in this document. Bidders are encouraged to offer any product or service that they currently perform in their normal course of business.

Proposals shall be received no later than the deadline in the offices of the director of The Cooperative Purchasing Network (TCPN). Immediately following the deadline, proposals will be opened and the respondents listed. Any proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted proposals cannot be accepted.

Proposal shall be plainly marked with the name of the proposal and the opening date and time. Two (2) bound and signed copies of the proposals and two electronic copies on CD-Rom or usb storage device shall be provided. For submit all questions to the TCPN mailbox at tcpn@tcpn.org. All questions will be answered and posted on the website, www.tcpn.org. Deadline for all questions is seven (7) days prior to the RFP opening date.

Instructions to Bidders

A. TCPN Request for Proposal (RFP) Documents

TCPN RFP documents are made available to anyone who wishes to submit a proposal. However, it is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with TCPN for the purpose of receiving addenda.

B. Submission of Proposals

- Sealed proposals only. Faxed or electronically transmitted proposals will not be accepted because the processes do not provide for the delivery of a sealed proposal.
- Sealed proposals may be submitted on any or all items, unless stated otherwise. TCPN reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the participants in TCPN and to waive any informality in the proposal process.
- Proposals shall be submitted as stated in the Instructions to Bidders. Deviations to any Terms, Conditions and/or Specifications shall be conspicuously noted in writing by the vendor and shall be included with the proposal.
- Withdrawal of proposals will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. Withdrawals prior to the opening date will be allowed. Upon request unopened proposals will be returned prior to the opening date and time.
- Addenda, if required, will be issued by TCPN to all those known to have received a complete set of RFP documents at least four working days prior to the opening. The vendor shall acknowledge on the Signature Form the number of addenda received.
- Vendors not submitting proposals are requested to notify TCPN if they wish to receive RFP documents in the future. Failure to do so may result in being deleted from the TCPN prospective bidder list.
- Vendor is responsible for all costs and expense incurred in providing a response to this RFP (Bid Proposal) and in connection with any clarification or discussion with TCPN including travel costs to attend meetings or presentations.
- Two (2) signed, bound copies of proposals shall be provided.

C. EVALUATION AND AWARD OF PROPOSALS

- In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible Prospective Vendor whose proposal(s) is/are determined in writing to be the most advantageous to TCPN and its members. TCPN reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous proposal(s). To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.
- **Competitive range:** It may be necessary for TCPN to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and do not receive further award consideration.

- **Deviations and exceptions to requirements:** Deviations or exceptions stipulated in a vendor response may result in disqualification. Language to the effect that the vendor does not consider this solicitation to be part of a contractual obligation may result in that vendor's proposal being disqualified. It is the intent of TCPN to award a manufacturer's complete line of products, when possible and advantageous.
- **Clarification and/or Discussions:** Clarification is to communicate with Prospective Vendors for the purpose of eliminating minor errors, clerical errors, and/or irregularities. It is accomplished by explanation or substantiation, either in response to an inquiry from TCPN or an inquiry initiated by a Prospective Vendor. Clarification does not give a prospective vendor the opportunity to revise, change or modify their proposal in any way except to the extent that the correction of the error results in a revision to the proposal. Discussion takes place after the initial receipt of proposals. TCPN reserves the right to conduct discussions with prospective vendors whose proposals are determined to be reasonably susceptible to receiving a contract award. Discussions occur when oral or written communications between TCPN and the Prospective Vendor are conducted for the purpose of clarifications involving information needed for determining the acceptability of a proposal or to provide an opportunity for a prospective vendor to revise and/or modify their proposal. TCPN will not assist the prospective vendor in the revision or modification of their proposal, nor will TCPN assist in bringing their proposal to the same level of other proposals received by TCPN. Further, TCPN will make no indication of pricing or other proposal information received by other prospective vendors.
- **Estimated Quantities:** TCPN estimates considerable activity resulting from this solicitation. TCPN makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. TCPN makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation. The volume for this contract estimates from \$5 million a year to \$30 million a year.
- **Inspection & Acceptance:** Contractor shall deliver said materials purchased, rented and /or leased under this contract to the TCPN member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the contractor must receive authorization from the purchasing agency for the delayed delivery. If defective or incorrect material is delivered, the purchasing agency may make the determination to return the material to the contractor at no cost to the purchasing agency. The contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

- **Evaluation of proposals:** A committee will review and evaluate all proposals and make a recommendation to the Region 4 Education Service Center for award of contracts. TCPN will base a recommendation for contract award on several factors, each factor being assigned a point value based on its importance to the successful achievement of the objective of the contract. The factors, which will be considered in the award, are as follows:
 - **References from local government entities, Past Performance Information (10 points).**
 - **Ability to provide & perform the required services for the contract (80 points)**
 - **Nation-wide coverage and Range of Services..... 5**
 - **Project Management Skills.....5**
 - **Product Solutions.....35**
 - **Quality of product**
 - **Ability to supply products**
 - **Product Delivery within specified parameters time**
 - **Fill rate in vendor's factory(s)**
(Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.)
 - **Quantity of line items available that are commonly purchased**
 - **Quality of items available**
 - **Quality of catalog(s)**
 - **Customer Service**
 - **Financial Stability of Bidder**
 - **E-Commerce**
 - **Pricing Model and Cost Assurances.....35**
 - **Applicable and additional product services to offer TCPN's participating agencies (10 points)**
- **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 unless and until it is accepted by TCPN. A contract is formed when TCPN's authorized administrator signs the Signature Form and Region 4 ESC approves the contract. The Prospective Vendor must submit a signed Signature Form, thus eliminating the need for a formal signing of a separate contract.
- **Multiple awards:** TCPN has a large number and variety of potential using agencies at locations throughout the nation. In order to assure that any ensuing contracts will allow TCPN to fulfill current and future requirements, TCPN reserves the right to award contracts to multiple vendors. The actual use of any contract will be at the sole discretion of TCPN members. The fact that TCPN may make multiple awards should be taken into

consideration by each Prospective Vendor. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with TCPN.

- **Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of TCPN members. TCPN and its membership reserve the rights to obtain like goods and services from another source when necessary.
- **Past performance information:** Past Performance Information (PPI) is relevant information regarding a vendor's actions under previously awarded contracts to schools, local, state or federal agencies; 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.
- **Pricing:** Due to the large number and variety of potential using agencies at locations throughout the nation, TCPN request pricing to be submitted in proposal that is not to be exceeded with any TCPN member(s). Unlike fixed pricing the successful bidder can adjust submitted pricing lower if needed for larger member entities but cannot exceed original pricing submitted for proposal. Vendor must also allow for lower pricing to be available for similar sized entities if extended. This protects all TCPN members with pricing but allows for additional value added feature to member(s).
- **Responsive proposals:** To be considered responsive, a proposal must reasonably and substantially conform to all requirements, including the terms and conditions in the solicitation.
- **Weighted evaluation:** A point system may be used to evaluate proposals. TCPN reserves the right to assign any number of point penalties it considers warranted if a vendor stipulates exceptions, exclusions, or limitations of liabilities. Any company scoring 0 (zero) in any required area may be considered non-responsive. Extra points will not be assigned to a higher quality item than that is designated in this solicitation.

D. OPEN RECORDS POLICY

TCPN/Region 4 ESC is a government body subject to the Texas Public Information Act. Responses submitted to TCPN as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Vendor 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 under the Public Information Act 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 Vendor are not acceptable. TCPN shall comply with the opinions of the OAG. TCPN assumes no responsibility for asserting legal arguments on behalf of any Vendor. Vendors 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.

E. Specifications

Specifications may be those developed by TCPN and its participants or by the Manufacturer to represent items of regularly manufactured products. TCPN specifications have been developed by TCPN technical committees 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 vendor information as to the type and kind requested. Proposals on any reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

F. Minority and women business enterprise (MWBE) participation

It is the policy of some TCPN participants to involve minority and women business enterprises in the purchase of goods and services. Vendors shall indicate on the proposal form whether or not they are an M/WBE.

G. Certification of Residency (Required by the State of Texas)

The State of Texas has a law concerning non-resident Vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for TCPN to determine the residency of its vendors. In part, this law reads as follows:

Section: 2252.001

"Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a Vendor whose ultimate parent company or majority owner has its principal place of business in this state."

Section: 2252.002

"A governmental entity may not award a governmental contract to a non resident bidder unless the nonresident underbids the lowest bid submitted by a responsible bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

H. Felony Conviction Notice (Required by the State of Texas)

State of Texas Legislative Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly held corporation.

I. Debarment and/or Suspension

Bidders must submit a list of any government entity that has bared or suspended them in the past 3 years from doing business, including the Federal Government. If the Suspension was lifted, list the date it was lifted.

J. Signed Vendor Contract

A Signed Vendor Contract must accompany the completed RFP.

K. Proposal Format

Bidders shall provide Proposals in a three-ring binder or report cover using standard size paper, clearly identified with the company name and the name of the RFP being responded to on the outside front cover and vertical spine. Tabs should be used to separate the proposal into sections, as identified below. Responses should be direct, concise, complete, and unambiguous. Offerors failing to organize proposals in the manner requested will be suggesting to evaluators that they are unable or unwilling to follow reasonable suggestions.

M. Binder Tabs

- Tab 1 - Vendor Contract and Signature Form (includes General & Specific Terms and Conditions)
- Tab 2 - Vendor Profile Questionnaire
- Tab 3 - Company Profile
- Tab 4 - Ability to Provide and Perform the Required Services. Include a list of type and size of equipment available under this contract
- Tab 5 – Value Added Services Description, Product and/or Services
- Tab 6 - Marketing Plan
- Tab 7 - References
- Tab 8 - Vendor Certifications (ex. manufacturer certifications, MWBE, HUB) - if applicable
- Tab 9 – Paper and Electronic Price Lists
- Tab 10 – Green Initiative

N. Paper and Electronic Price Lists

- Bidders must submit product price list. Products and prices listed will be used to establish both the extent of a manufacturer's lines available from a particular bidder and the pricing per item.
- Paper and magnetic media price lists must contain the following:
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Product description
 - Manufacturers Suggested List Price and Net Price
 - Net price to TCPN (including freight)
- Electronic price lists (CD's or USB Drives) must clearly be identified/labeled by including the vendor name, name of the RFP, and date. These must be placed in a plastic protective pouch. Electronic price lists shall be in Microsoft Excel 2003 or more recent.

O. References

Provide at least five (5) government customer references for product and services of similar scope. Provide the following information for each reference:

- Government Name
 - Contact Name and title
 - City and State
 - Phone numbers
 - Years serviced
 - Number of facilities services
- Services or products provided by annual dollar volume.

P. Vendor Certifications

Vendor certifications will include applicable M/WBE and manufacturer certifications for sales and service. Please include any M/WBE certifications for subcontractors and the percentage spend estimates with those firms.

Shipping Box Must Show on the Outside of Package/Box (Required)

The outer packaging must be clearly identified as listed below with the bid number and name of the proposal. All boxes must be sealed and delivered to the TCPN office by the due date and time.

From: _____

Company: _____

Address: _____

City, State, Zip _____

TCPN RFP # and Title _____

Due Date and Time _____

VENDOR CONTRACT

Between _____ and

THE COOPERATIVE PURCHASING NETWORK (TCPN)

Office Supplies, Related Products, and Office Services

The following pages will constitute the contract between the successful vendors(s) and TCPN. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Cooperative Purchasing Network, (hereinafter referred to as "TCPN") a government cooperative purchasing program sponsored by Region 4 Education Service Center, having its principal place of business at 7145 West Tidwell, Houston, TX 77092-2096,

_____.

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 shall control.

GENERAL TERMS AND CONDITIONS

1. Freight (if applicable)

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

2. Warranty conditions

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

3. 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. The Vendor shall provide free training to TCPN staff regarding products and services supplied by the Vendor if required.

4. Contracts

All contracts and agreements between a Vendor and a TCPN participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.

5. Tax exempt status

All Texas government agencies participating in TCPN are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property. Laws of other states shall apply within those states.

Knowing the tax laws in other states is the responsibility of the vendor.

6. Assignments of contracts

No assignment of contract may be made without the prior written approval of TCPN. Payment can only be made to the awarded Vendor unless approved by TCPN and the participating entity making the payment.

Vendor is required to notify TCPN when any material change in operations that may adversely affect TCPN's members, whether perceived or actual, i.e. bankruptcy, change of ownership, merger, etc. Vendor agrees to provide updated financial records every year the contract is renewed. Vendor will provide this to TCPN within 30 days prior to contract renewal date. Vendor agrees to provide updated financial information beyond the renewal of the contract upon written request by TCPN. This will be provided within 30 days of the written request.

7. Disclosures

Vendor 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.

Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The vendor 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.

Bidder must comply with the following conflict of interest procedures – local government code Chapter 176 – Disclosure of certain relationships with local government officers, providing public access to certain information.

8. Renewal of Contracts

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. Vendors shall honor the administrative fee for a period of 30 days on any sales made based on a TCPN contract whether the Vendor is awarded a renewal or not. TCPN reserves the right to monitor the financial stability of any awarded contract holders on an ongoing basis at any time. As part of the renewal process TCPN will evaluate the most recent financial information to assist in the determination of continuing to renew the contract for another 12 months

7. 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.

9. Ordering Procedures

Purchase orders are issued by participating agencies to the Vendor per TCPN contract. Participating agencies must send purchase orders to TCPN, unless otherwise stipulated by TCPN. TCPN will review and forward orders to the Vendor within one working day. Confirmation of receipt of order may be requested by TCPN.

10. Shipments (if applicable)

The Vendor shall ship ordered products and services within two (2) to ten (10) working days. If a product and/or service cannot be shipped within that time, the Vendor shall notify TCPN as to why the product has not shipped and shall provide an estimated shipping date, if applicable. The participant may cancel the order if estimated shipping time is not acceptable.

11. Invoices

The Vendor shall submit invoices, in duplicate, to the TCPN participant. Each invoice shall include the TCPN participant's purchase order number as well as the TCPN Contract Number. The shipment tracking number or pertinent information for verification of TCPN participant receipt shall be made available upon request. If TCPN participant does not specify payment terms, the acceptable payment term for participants for carpet product is to be invoiced at time of shipment and billing for installation services is billed upon completion and accepted by TCPN participant. Jobs exceeding sixty days, periodic partial labor invoices may be generated based upon percent completion.

12. Reporting

The vendor shall electronically provide TCPN with a detailed Monthly report showing the dollar volume of all sales under the Contract for the previous Month. Reports shall be submitted to Lorraine Vuong at lvuong@tcpn.org. Reports are due on the fifteenth (15th) day after the close of the previous month. It is the responsibility of the vendor to collect and compile all sales under the Contract from participating members and submit one (1) quarterly report. The monthly report shall include: purchase order number, member name, city/town, sales total and date. The monthly reporting requirement may be amended to allow for quarterly reporting upon mutual agreement in writing amending this provision. A sample report is included in this solicitation. Upon mutual agreement reports may be submitted quarterly.

13. Payments

The TCPN participant will make payments directly to the Vendor.

14. Pricing

The Vendor agrees to promptly lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be allowed upon proper justification. TCPN reserves the right to evaluate such requests and may decline or reduce the price increase if it deems appropriate. Or TCPN may adjust the price accordingly. However, the Vendor shall honor previous prices for sixty (60) days after written notification to TCPN of an increase.

All pricing submitted to TCPN shall include the two percent (2%) participation fee to be remitted to TCPN by the Vendor. It is the vendor's responsibility to keep all pricing up to date and on file at TCPN. All price changes shall be presented to TCPN using the same format as was accepted in the original proposal.

15. Estimated Quantities

TCPN estimates considerable activity resulting from this solicitation. TCPN makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. TCPN makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation. Previous quantities varied between about \$20 million annually to \$30 million annually. TCPN estimates this contract's volume will be between \$25 million and \$100 million. Other Cooperative Contracts exceed \$500 million for the purchase of Office Supplies.

16. Administrative Fees

TCPN will invoice the Vendor on a monthly basis for the administrative participation fee. This may be amended to quarterly basis upon mutual consent. The invoice will be based on total sales made through the TCPN Contract with the Vendor. The Vendor shall remit payment to TCPN at net thirty (30) day terms.

17. Indemnity

The 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 RFP and the later execution of the Contract. Any litigation involving Region 4, TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's participants shall be in the jurisdiction of the participating agency.

18. Multiple Contract Awards (if applicable)

TCPN reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the discretion of TCPN.

19. State of Texas Franchise Tax and Other Taxes

By signature hereon, the prospective vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code or state taxes owed in states in which business will be conducted under the terms of this contract.

20. New Products

New products that meet the Contract product specifications may be added to the existing Contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing Contract if the line is replacing or supplementing products on Contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. Vendor will submit revised Catalogues annually and may submit updated catalogues earlier. In the event a price increase occurs, the previous prices will remain in effect for 30 days after acceptance of the higher prices. Additionally, revised catalogues will be distributed to TCPN and its participating entities. No products may be added to avoid competitive procurement procedures. TCPN may reject any additions, without cause.

21. Promotion of Contract (Marketing Plan)

Vendor shall provide to TCPN a marketing plan for promoting the TCPN Contract. This plan shall cover all areas and states applicable. Vendor shall demonstrate how the TCPN Contract will be used as a primary contract offering to participating agencies. Encouraging participating agencies to circumvent the Contract by purchasing directly from Vendor will result in probation or termination of Contract.

Vendor must obtain prior approval from TCPN before utilizing promotional material utilizing TCPN name or logo. TCPN will not unduly withhold such approval.

22. Website Support

Vendor agrees to allow TCPN to publish their name and logo in our website.

23. Supplemental Agreements

The TCPN participant and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the TCPN participant and Vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between Vendor and the TCPN participant is exclusively between the TCPN participant and the Vendor and will be subject to immediate cancellation by the TCPN participant (without penalty to the TCPN participant) if, in the opinion of the TCPN participant, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental agreement.

24. Miscellaneous

Either party may cancel this contract in whole or in part by providing written notice. Upon cancellation, the contractor will provide assistance in moving TCPN members using the program to other programs under the TCPN program or approved by TCPN. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. The Vendor acknowledges and agrees that continued participation in TCPN is subject to TCPN's sole discretion, and that any Vendor may be removed from the participation in the Program at any time with or without cause and must be notified in writing. All work will cease after completion of final accepted order.

Nothing in the Contract or in any other communication between TCPN and the Vendor may be construed as a guarantee that TCPN participants will submit any orders at any time.

TCPN reserves the right to request additional proposals for items already on Contract at any time.

25. Certificates of Insurance

Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the State of, and shall be acceptable to, the TCPN participant. The Vendor shall give the TCPN participant a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The Vendor shall require all subcontractors performing any work to maintain coverage as specified by the State in which the work is being performed.

<u>Contractor's Liability Insurance</u>	<u>Minimum Coverage</u>
Employer's insurance:	
Worker's Compensation	Statutory
Employer's liability:	
Bodily injury by accident	
Each Occurrence	\$100,000.00
Bodily injury by disease	
Each Employee	\$100,000.00
Policy Limit	\$1,000,000.00

Commercial General Liability

Includes Independent Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability, all on the occurrence basis, with Personal Injury Coverage, Owner's Indemnity, and broad form Property Damage without the XCU exclusions. Maintain Completed Operation Liability for at least two years after the date of final completion.

Combined limits of bodily and personal injury and property damage:

Single limit	\$500,000.00
Unimpaired aggregate	\$500,000.00

Comprehensive automobile liability:

Include non-ownership and hired car coverage as well as owned vehicles.

Bodily damage	
Each Person	\$250,000.00
Each Occurrence	\$500,000.00
Property damage	
Each Occurrence	\$250,000.00.

VENDOR PROFILE QUESTIONNAIRE

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

1. a. **Minority/Women Business Enterprise** (Required by some participating governmental agencies)

Vendor certifies that this firm is an M/WBE ☐Yes ☐No

- b. **Historically Underutilized Businesses** (Required by some participating governmental agencies)

Vendor certifies that his firm is a HUB ☐Yes ☐No

2. **Certification of Residency** (Required by the State of Texas)

Company submitting bid is a resident bidder. ☐Yes ☐No

Vendor's principal place of business is in the city of _____ State of _____

3. **Felony Conviction Notice** (Required by the State of Texas)

☐ 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.)

4. **Debarment and/or Suspension**

a. Vendor is listed as being bared from doing business with the Federal Government

☐Yes ☐No

b. Vendor has been debarred by State Governments ☐Yes ☐No

5. **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
- Vendor agrees to remit to TCPN the required administrative fee. ☐Yes ☐No
- Additional discounts for purchase of a guaranteed quantity? ☐Yes ☐No

6. Processing Information

Company **billing address** where the invoice for the administrative fee will be sent by TCPN:

Contact Person _____
Title: _____
Company: _____
Address: _____
City _____ State _____ Zip _____
Phone: _____ Fax: _____
Email: _____

7. Contact person responsible for **processing and confirming all purchase orders** (PO's) sent by TCPN:

Contact Person _____
Title _____
Address: _____
City _____ State _____ Zip _____
Phone: _____ Fax: _____
Email: _____

8. States Covered

Prospective Vendor must indicate any state(s) where terms and conditions can be offered. Please indicate the price co-efficient for the state if it varies from the state Texas pricing. I.e. 100 is Texas or 0.95 is 95% of the Texas pricing.

- | | |
|--------------------------------------|---|
| ☐ Arizona | ☐ Montana |
| ☐ Arkansas | ☐ Nebraska |
| ☐ Alabama | ☐ Nevada |
| ☐ Alaska | ☐ New Hampshire |
| ☐ California | ☐ New Jersey |
| ☐ Colorado | ☐ New Mexico |
| ☐ Connecticut | ☐ New York |
| ☐ Delaware | ☐ North Carolina |
| ☐ Florida | ☐ North Dakota |
| ☐ Georgia | ☐ Ohio |
| ☐ Hawaii | ☐ Oklahoma |
| ☐ Idaho | ☐ Oregon |
| ☐ Illinois | ☐ Pennsylvania |
| ☐ Indiana | ☐ Rhode Island |
| ☐ Iowa | ☐ South Carolina |
| ☐ Kansas | ☐ South Dakota |
| ☐ Kentucky | ☐ Tennessee |
| ☐ Louisiana | ☐ Texas |
| ☐ Maine | ☐ Utah |
| ☐ Maryland | ☐ Vermont |

- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

List any other cooperative contracts currently held.

[illegible]

P. Please answer the following questions if applicable.

1. Level of Support

Please indicate the level of support offered in this proposal by checking the appropriate box below. A bid may be determined to be non-responsive if this question is unanswered. Prices offered in this bid are:

- a. The same as offered on single school district bids.
 - b. The same as offered to cooperatives and state purchasing departments.
 - c. Better than that offered to cooperatives or state purchasing departments.
2. List number of sales staff in Texas and throughout the 50 states, listing the name and territory of each key contact with title, address, phone number, fax number, e-mail address, etc. along with resume.
 3. Please define your standard terms of payment for customers.
 4. Describe your company's expectations of TCPN and/or sponsoring partners in the introduction of this agreement to government and education entities.
 5. Describe how you intend to introduce the TCPN program within your own company and to your customers.
 6. Will your company agree to participate in TCPN-sponsored promotional events? ☐Yes
☐No
 7. TCPN reserves the right to request quarterly sales reports from contracted vendors for audit purposes. Reports may be requested to verify information such as purchasing entity, purchase order number, order date, project description, purchase order total. Does your company agree to provide these reports upon request?
☐Yes ☐No
 8. State your insurance provider(s) and your company's level of coverage.
 9. Please specify if your company has minimum order requirements.
 10. Provide a brief history of your company, including the year it was established. Indicate the number of years the company has been in business.
 11. Provide resumes and information on key personnel, including the contract manager.
 12. Provide an Organization Chart of those individuals that would be involved in this contract/program.
 13. Provide company's official registered name.
 14. Who is your competition in the marketplace? And what is your market share? Are you gaining market share, losing market share, or maintaining market share. What is your strategy to increase market share?
 15. What differentiates your company from its competitors?
 16. Is your company ISO, Six Sigma or have another quality related certification?
 17. What size is your firm's inventory? And where is it located?
 18. How Many items are currently in your catalogue?
 19. What is your current delivery time for stocked items? Non-stocked items?
 20. Describe your firm's capabilities and functionality of your on-line catalog/ordering web-site. Also describe your "Punch-out" capabilities with e-commerce and financial software.

List all software that provides "Punch-out" integrations with your catalog. List references and contact information.

21. Describe how you propose to market the program to members. Provide samples of marketing efforts that have worked effectively in the past.
22. Describe your customer service system. How many employees do you have in customer service? Do you have on-line support
19. List number of sales and service offices in Texas, listing the name of key contact at each with title, address, phone and fax number, e-mail address, etc. along with resume.
20. List number of employees at each site with breakdown of direct sales, sales support, service technicians, engineering support and administration.
21. Note if you are not a certified W/MBE vendor and what percentage of your business is with W/MBE suppliers.
22. Provide your company's Dun & Bradstreet (D&B) number.
23. Provide your income statement, balance sheet and cash flow for the past three (3) years.
24. Please define your standard terms of payment.
25. Define what methods or procedures are available to avoid purchases or deliveries by unauthorized users. Can parameters be established for varying levels of authorization of purchases? Can this be managed at the user level?
26. How does your company handle order requests for products that are not normally stocked?
27. Describe or include customized product catalogues that might be implemented under this program.
28. What is your order deadline to be delivered the next day? Also describe any geographic limitations to next day delivery and what this delivery would be.
29. Describe your policies for returns regardless of the reason.
30. Describe the process of same day delivery orders and what those costs may be or if they can be picked up on a "will call basis."
31. Describe the scope of sales/field support your company would make available to government entities.
32. Describe the scope of training opportunities your company would make available to government entities as needed.
33. Describe how your company handles after-hours customer service needs.
34. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
35. Please describe the quality program(s) within your company and the program which measures your service work.
36. Describe your call center organization.
37. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
38. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?

39. Does your company offer an Internet ordering solution? If so, provide detailed information related to the features and benefits related to your solution. Is there a dedicated staff to address any issues with the system or access?
 40. Describe how your company will invoice the government entity. Include a process map.
 41. Is your company able to send quotes in electronic format via email including specific information (such as number of units, nature of repair, how repair was identified, etc.)
 42. Discuss the invoicing options your company offers and the payment terms for each.
 43. Is your company capable of handling Electronic Funds Transfer (EFT) payment? If so, what
 44. EFT formats (CTX, CPT, etc.) do you currently support?
 45. Is your company willing to accept a cut off of invoices not submitted within a 90-day period or 120 day period?
 46. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
 47. Provide a flowchart describing the reporting process to TCPN for monthly reports.
 48. Describe the process for notifying agencies when orders are partially shipped and items are backordered to be delivered later.
 49. Does your firm substitute items ordered? If so how are the items determined to be equivalent? How is the agency notified of a substitution?
 50. Describe the process in detail of transitioning agencies from other contracts to this contract and how this contract will be introduced.
 51. In the event a new Office Supply contractor is awarded, please describe the process of converting or maintaining existing TCPN members using the current contract for Office Supplies. It is estimated that as many of 400-600 agencies are using the current TCPN Office Supplies Cooperative Contract.
 52. At the end of this contract and in the event your company is not re-awarded this contract please describe the process of transitioning TCPN agencies onto the new contract.
- Q. Value Add Services Description** – Provide answers to the following questions from which information will be utilized should your company be selected.
1. Describe how you company will interact with TCPN. Include a process map of communications.
 2. Describe your training program with TCPN staff and a proposed schedule of topics and include any proposed training literature or materials.
 3. Indicate who will be providing training including their title, telephone number, fax number and e-mail address. Include resume.
 4. Indicate who will be providing technical assistance including their title, telephone number, fax number, and e-mail address. Include resume.
 5. Describe your company's shipping schedule notification procedures.
 6. Describe how your company deals with shipping delays. How do you notify your customer of delays?
 7. Provide your shipping schedule reporting form. How many times do you update?
 8. How many products do you stock? Where?

9. What is your percentage of on-time delivery?
10. Provide evidence of your company's ability to work with government entities to continuously lower their process costs.
11. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
12. Provide evidence of your company's ability to shorten the time frame between receiving a service call to problem solution.
13. What does your company do to expedite quotes to the government entity and track completion from the service centers?
14. How does your company work to continuously improve the services that you provide?
15. Please provide any discount schedules your company offers.
16. Describe how your company will introduce this agreement to all government entities
17. Provide a sample of any advertising campaign.
18. Describe how you intend on involving TCPN's staff or any Regional Educational Service personnel in your introduction.
19. Describe how you intend on introducing this program to your company.
20. Describe any direct order entry system or capabilities your organization has such as internet capabilities.
21. Describe your company's quotation/proposal process.
22. Please provide a list of all major upgrades that you have performed on your web site during the past 12 months and explain how the upgrades benefited or impacted the average customer.
23. Please include any additional information you think TCPN should have when making their decision to select your company.

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 quoted unless noted in writing. The undersigned further certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below. If addenda to this RFP are released, indicate the receipt of addenda by entering the number of addenda here:

Prices are guaranteed for _____
(minimum of 180 days)

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

E-mail address _____

Authorized signature _____

Printed name _____

Position with company _____

Sales representative's
name _____

Web site URL _____

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. Vendors shall honor all participation fees for any sales made based on a TCPN Contract whether the Vendor is awarded a renewal or not.

_____	_____
TCPN Authorized Signature	Date

Print Name	
Approved by Region 4 ESC by _____	_____
Approved by Mary C. Obrien	Date
Accommodation School District by _____	_____
	Date

TCPN Contract No. _____

Additional Value Added Products and/or Services

Please include any additional product(s) and/or service(s) not included in the RFP response you think will enhance and add value to this Contract for TCPN participating agencies. These options will be considered and evaluated. TCPN reserves the right to accept any or reject additionally proposed services or products in the best interests of TCPN and its participating vendors.

References

Provide at least five current (5) government and five (5) large school districts customer references for product and/or services of similar scope dating within the past 3 years. Provide at least three (3) former government and three (3) former large school districts customer references for product and/or services of similar scope dating within the past 3 years. Provide the following information for each reference:

- **Government/School District Name**
- Contact Name and title
- City and State
- Phone numbers
- Years serviced
- Number of facilities serviced and services or products provided by annual dollar volume.

Vendor agrees that upon request by TCPN that it will promptly update contact information of references.

Vendor Certifications

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 vendor to perform the covered services including, but not limited to licenses, registrations or certifications allowing vendor to engage in disaster restoration and recovery services. Vendor certifications will include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

Paper and Electronic Price Lists

Bidder shall provide a price and discount schedule. Bidders may prepare their own schedules. However, all price schedules shall follow the format and provide the information listed below. Additional pricing and/or discounts may be included.

Electronic price lists (must be submitted on a CD) must clearly be identified/labeled by including the vendor name, name of the bid and date. These must be placed in a protective pouch. All pricing data must be clearly dated for audit purposes. Electronic price lists shall be in Microsoft Excel 2003 or later and shall allow for sorting fields in the fields below:

- Manufacturer
- Manufacturer Part Number
- SP Richards or United Stationers Part Number
- Vendor Part Number (if different)
- Product Description
- Dated List Price
- Percentage discount from List Price
- Any cost for shipping and delivery
- Final Agency Price

Pricing must be in the form of discount(s) off catalog prices. Pricing must be taken from the most current catalog distributed to schools. Discounts may be offered using any of the following methods:

- Standard discount off of the entire catalog
- Discounts that vary by well-defined categories

Any shipping charges or additional fees must be clearly identified. This includes same day delivery orders. This also includes minimum order amounts for free delivery.

Additional Discounts: If additional discounts are given based on dollar volume, size of order, or other criteria; Please state your formula for arriving at these discounts:

_____.

The market basket pricing listed in this RFP should be based on September 24, 2009, MSRP. Vendors submitting proposals must be complete the Market Basket Survey.

R. Optional Pricing

Vendors are encouraged to propose an alternate pricing scenarios that will allow participants to determine their own core list of 100, 200, 300 items with the deepest discounts. Any Participants that may opt for this pricing methodology will receive these prices in writing. Additionally, Vendor will report in writing any participants using this pricing methodology along with their pricing to TCPN. These prices may be based upon a catalogue price or a fixed price for 12 months. Any Floors included in these prices must be identified in writing with the Participant and with TCPN.

Vendors should also include a what volume thresholds, an agency needs to meet in a 12 month period to receive either rebates or additional discounts at the Agency's

1. **Specifications and Requirements**

A. Describe your company’s ability to meet the following specifications. Bidders will respond to each numbered item by checking the appropriate “Comply” or “Deviate” box. “No Bid” items shall be marked as such in the appropriate “Deviate” box. Details for deviations will be listed by item number on the Exceptions to Terms, Conditions and Specifications Form above.

Office Supply Requirements			
Line #	Requirement	Comply	Deviate
1	Vendor shall provide a broad based line of office products of at least 10,000 items in available inventory.		
2	All products shall be new and of high quality. Products that are re-filled or re-manufactured will be labeled as such.		
3	The vendor’s catalog shall include a variety of major manufacturers of the specified products and services. Office supplies shall comprise at least 80% of catalog products.		
4	The catalog shall contain a minimum of 10,000 items.		
5	Private label products may be offered. Any change of manufacturers of a private label during the term of the contract will result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.		
6	Vendor shall have an electronic on-line catalog, including shopping cart capabilities, for order entry use by the members. Features include: product lookup that shows <u>contract</u> price; ability to set purchasing authorization limits; ability to download order and invoice history reports.		
7	Orders of stocked products will be shipped within 48 hours of receipt of order. The participating entity shall be notified by the vendor if the product ordered cannot be shipped within this time period to give the member the opportunity to secure product elsewhere.		
8	Contractor will maintain a minimum monthly average fill rate of 95%. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.		
9	No “restocking” fees may be collected on items cancelled for failure to be delivered within the specified time frame.		
10	Products sold under the contract must be guaranteed by the contractor for a minimum of one year. With the exception of clearly identified special order items, all merchandise sold under the contract shall be subject to exchange or refund.		
11	The minimum dollar value of an order delivered to a single location shall be no more than \$50.00, unless a different amount is required by a member agency.		
12	Orders not filled and partials shall be indicated o the packing list. Vendor shall inform member of anticipated delivery date for unfilled and partial orders.		
13	All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the member’s purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.		
14	General office supplies shall include, but not be limited to, pencils, pens, markers, and other writing instruments; correction fluid, tape, film and other correction products; tape, glue, paste and other adhesives; staplers, staples, paper clips, and paper clamps; permanent and removable self-adhesive, moisten and stick, colored and clear, and specialty labels; standard file folders, hanging file folders, floor		

	and desktop file cabinets, trays, containers, and organization systems.		
15	Calculators shall include, but not be limited to electronic handheld, desktop and scientific printing and non-printing calculators.		
16	Paper products shall include, but not be limited to white and color copy and duplicator paper; linen office papers; envelopes; index cards; writing pads; composition books; loose-leaf paper; card and cover stock; and other paper supplies.		
17	Miscellaneous equipment shall include, but not be limited to paper shredders, electric and mechanical pencil sharpeners, clocks, radios, wastebaskets, and labeling equipment.		
18	Specialty equipment and supplies shall include, but not be limited to signs, nameplates, name badges, computer carrying cases, briefcases, and housekeeping supplies.		
19	Vendor will provide various Copy and Print Services		
20	Vendor will provide E-Commerce for Print orders. Ability to send the orders electronically and either pick them up or have them delivered.		
21	Vendor will have the ability to print collate, and either staple or bind the materials.		
22	Vendor will have the ability to turn around orders within 24 hours or less for certain copy and print jobs.		
23	Vendor will have the ability to print business cards and turn around within 5-7 days.		
24	Vendor will have the ability to Accept Purchase order for Print and Copy Services		
25	Vendor will have the ability to ship materials via UPS, Fed Ex or Common Carrier. These materials can include copy or printed materials but may also include materials brought to the vendor's facility for shipping.		
26	Vendor will provide a discount below the standard retail rate for Print, Copy, and Ship materials.		
27	Vendor will include Promotional Materials in the catalogues for the members.		
28	The Promotional Materials will include discounts below standard retail rate		
29	The Vendor will have the ability to provide Office Furniture and Chairs of various manufacturers.		
30	The Vendor will have experience with ordering and installing furniture orders.		
31	The Vendor will be able to provide Furniture pricing within 2% of GSA pricing.		
32	The Vendor will match or lower any pricing of comparable contracts with similar volume. IE every year the volume discounts may go lower to the agencies as the volume of the program goes up.		
33	The Vendor will honor pricing and will not have "Floors" in their pricing. This includes fixed prices and discounts of catalogues.		
34	Vendors that have storefronts will have a process to register an entity's P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.		
35	Vendor is not being investigated for Overcharging by any State or Federal Agency.		
36	Vendor will notify TCPN of any changes in ownership and the vendor will notify any entity requesting this information.		

37	Vendor may request TCPN sign a non-disclosure agreement until such change in ownership is complete.		
38	Vendor acknowledges that TCPN has the right to terminate its contract with the vendor upon change of ownership at its sole discretion.		
39	Vendor will notify TCPN of any changes in financial stability including changes in debt ratings. Vendor will notify TCPN of any supplier putting credit holds upon the vendor and why such hold is in place. Vendor may request TCPN sign a non-disclosure agreement regarding this matter.		
40	Vendor will supply TCPN a performance bond upon request to ensure its members will be supplied by vendor under this contract. (TCPN may or may not request this at its sole discretion)		
41	If a Performance bond is requested the Bonding company will be licensed to do business in Texas and TCPN will have sole discretion upon acceptance of the bonding company.		
42	Upon request Vendor will supply a Performance Bond will be equal to the amount of 12 months of volume under the vendor and TCPN program		
43	Vendor will supply TCPN a payment bond upon request to ensure its members will be supplied by vendor under this contract.		
44	If a Performance bond is requested The Bonding company will be licensed to do business in Texas and TCPN will have sole discretion upon acceptance of the bonding company. (TCPN may or may not request this at its sole discretion)		
45	Upon request Vendor will supply a Payment Bond that will be equal to the amount of 3 months of volume under the vendor and TCPN program		
46	Upon Request Vendor will offer a rebate program to agencies that meet certain minimum ordering requirements.		
47	Vendor can submit an alternate pricing methodology allowing Participants to develop their own core list of fixed prices of 100 items, 200 items, & 300 items.		
48	Vendor can submit an alternate pricing methodology allowing Participants to develop their own core list of a percentage discount of 100 items, 200 items, & 300 items.		
49	Vendor agrees that upon request by TCPN that it will promptly update contact information of references		

B. Discount & Price Schedule

TCPN Office Supplies Bid Sheet 2009 Market Basket Items (Core List)							
#	Description	Pack	Manufacturer #	United Stationers or SP Richards SKU #	MSR Price	Discount Price	Comments and or Substitutions
	Clips/Pins/Rubber Bands						
1	Paper Clip #1 Std. Size 100/Bx	BX					
2	Jumbo Premium Paper Clips, 1 3/4", Pack Of 10 Boxes	BX					
3	OIC Magnetic Clip Dispenser, Small, 100 Clip Capacity, Black/Smoke, Pack Of 3	PK					
4	OIC Designer Magnetic Clip Dispenser	EA					
5	Plastic Clips, Extra Large, Box Of 50						
6	Binder Clip, Small 3/4" Black 12/Bx	BX					
7	Binder Clips, Medium, 1 1/4" Wide, 5/8" Capacity, Box Of 12	BX					
8	Binder Clips, Large, 2" Wide, 1" Capacity, Black, Box Of 12	BX					
9	#4 Brass Fastener, 1" 100/Bx	BX					
10	Thumb Tacks, #2 3/8" 100/Bx	BX					
11	Push Pins, Clear 100/Bx	EA					
12	Safety Pins, Asstd. Sizes 22/Bunch	BX					
13	Butterfly Clips, 2-1/2" 12/Bx	BX					
14	Magnetic Clip, 2" 12/Bx	BG					
15	Rubber Bands In 1 Lb. Box, #117B, 7" x 1/8", Box Of 315	BX					
	Post-It Notes						
16	Post-it Notepad, 1-1/2"X2 Yellow 12/Pk	PK					
17	Post-it 2" x 2" Super Sticky Pop-Up Notes, Canary Yellow, 45 Sheets Per Pad, Pack Of 20 Pads	PK					
18	Post-it 3" x 3" Pop-up Notes, Ultra Colors, 100 Sheets Per Pad, Pack Of 6 Pads	PK					
	Index Cards						
19	Index Card, 3X5 Ruled White 100/Pk	PK					
20	Plastic File Box for 3X5 cards	EA					
21	A-Z Guides, 3X5 25/Pk	PK					
	Portfolios/Binders						

22	View Ring Binder 1", Black	EA					
23	Vinyl Ring Binder 1-1/2", Black	EA					
24	Vinyl Ring Binder 2", Black	EA					
25	Vinyl Ring Binder 2-1/2", Black	EA					
26	Vinyl Ring Binder 3", Black	EA					
27	View Ring Binder 1", Blue	EA					
28	Vinyl Ring Binder 1-1/2", Blue	EA					
29	Vinyl Ring Binder 2", Blue	EA					
30	Vinyl Ring Binder 2-1/2", Blue	EA					
31	Sheet Protector Top Load 100/Bx	BX					
32	HvyDuty Portfolio, 2Pocket Asst w/fastener 25/Bx	BX					
33	Portfolio, 8 Pocket White	EA					
34	3-Fastener Report Covers, 25 Asstd.	BX					
35	5-Tab Index, Asstd. Color Tabs	ST					
36	8-Tab Index, Clear Tabs	ST					
	Filing Supplies						
37	Hanging Folders, 1/5 Cut 25/Bx	BX					
38	Hanging Folders, 1/3 Cut 25/Bx	BX					
39	A-Z Guides, 1/5 Cut	ST					
40	Legal Folders, 1/3 Cut 100/Bx	BX					
41	White Labels, 1/3 Cut 248/Bx	BX					
42	Find It Tab View Hanging Folders 1" Expansion, 8 1/2" x 11", Assorted Colors, pack of 20	BX					
43	Find It Tab View Hanging Folders 1" Expansion, 8 1/2" x 14", Assorted Colors, pack of 20	BX					
44	Recycled Hanging Folders, 1/5 Cut, 8 1/2" x 11", Green Pack of 25	BX					
45	Recycled Hanging Folders, 1/5 Cut, 8 1/2" x 14", Green, Pack Of 25	BX					
46	Recycled Hanging Folders, 1/3 Cut, 8 1/2" x 11", Green Pack of 25	BX					
47	Recycled Hanging Folders, 1/3 Cut, 8 1/2" x 14", Green Pack of 25	BX					
48	Hanging Folder Plastic Tabs, Clear, Pack of 25	BX					

	Envelopes						
49	6X9" With Clasp 100/Bx	BX					
50	9X12" With Clasp 100/Bx	BX					
51	9-1/2"X12 With Clasp 100/Bx	BX					
52	White Wove Envelopes, #10 (4 1/8" x 9 1/2"), White, Pack Of 250	BX					
53	White Wove Envelopes, #10 (4 1/8" x 9 1/2"), White, Pack Of 500	BX					
54	#10 Window Envelopes, Window On Bottom Left, 4 1/8" x 9 1/2", White, Box Of 250	BX					
55	#10 Window Envelopes, Window On Bottom Left, 4 1/8" x 9 1/2", White, Box Of 500	BX					
56	#9 Business Envelopes, 3 7/8" x 8 7/8", White, Box Of 500	BX					
	Correction Supplies						
57	Multipurpose Correction Fluid	EA					
58	Multipurpose Correction Fluid	DZ					
59	Correction Tape, 1-Line	EA					
60	Liquid Paper Correction Fluid, White	EA					
61	Liquid Paper Smooth Coverage	EA					
62	Bic White-Out, Super Smooth	EA					
	Calendars						
63	14 month Desk Pad	EA					
64	14 month Refill	EA					
65	12 month Desk Pad	EA					
66	12 month Refill	EA					
67	National School Calendar (Std)	EA					
	Office Paper						
68	Copy Paper, 8-1/2"X11" White	RM					
69	Copy Paper, 8-1/2"X14" White	RM					
70	Copy Paper, 8-1/2"X11" White, 10 Reams in a Box	BX					
71	Copy Paper, 8-1/2"X14" White, 10 Reams in a Box	BX					
72	3 Hole Copy Paper, 8-1/2"X11" White	RM					
73	3 Hole Copy Paper, 8-1/2"X11" White, 10 Reams in a Box	BX					
74	Copy Paper, 8-1/2"X11" Blue	RM					

75	Copy Paper, 8-1/2"X11" Yellow	RM					
76	Pads and Fillers						
77	Legal Pads, 8-1/2"X14" White	DZ					
78	Legal Pads, 8-1/2"X11-3/4" White	DZ					
79	Legal Pads, 8-1/2"X14" Yellow	DZ					
80	Legal Pads, 8-1/2"X11-3/4" Yellow	DZ					
81	Steno Notebook, 80pg White	EA					
82	Filler, 8-1/2"X11", 3/8" Rule, 3-Hole	RM					
	Roller, Plastic, & Porous Tip Pens						
83	Original Uni-ball Fine Pt, Black	DZ					
84	Original Uni-ball Fine Pt, Red	EA					
85	Uni-ball Vision, Fine Pt., Blue	EA					
86	Liquid Espresso, Extra Fine Black	DZ					
87	Flair Pen, Blue	DZ					
88	Pen Felt Pt, Black	DZ					
89	Pen Felt Pt, Red	DZ					
	Ball Point Pens						
90	Bic Round Stick, Med., Black	DZ					
91	Papermate Stick, Med., Red	DZ					
92	Bic Stick Grip, Med., Black	DZ					
	Specialty Pens & Highlighters						
93	Sharpie Fine Pt Marker, Black	DZ					
94	Sharpie Fine Pt., 4-Color Set	ST					
05	Sharpie Fine Pt., 8-Color Set	ST					
96	Sharpie Extra Fine, Blue	DZ					
97	Sharpie Ultra Fine, Black	DZ					
98	Vis-A-Vis Fine Pt., Black	DZ					
99	Vis-A-Vis Fine Pt., Red	DZ					
100	Sharpie Accent Highlighter, Yellow	DZ					
101	Sharpie Accent Highlighter, Fluorescent Yellow	DZ					
102	Sharpie Accent Tank, 6-Color Set	ST					
103	Bic Brite Liner, 5-Color Set	ST					
	Dry Erase Products						

104	Expo Cleaner, 8-oz spray bottle	EA					
105	Expo Dry Eraser	EA					
106	Expo Low-Odor, Bullet, 4/set	ST					
107	Expo Marker w/Eraser, Chisel, 4/set	ST					
108	Dixon Marker, Broad, 4-Color Set	ST					
	Sharpeners/Punches						
109	Boston KS Sharpener, Chrome	EA					
110	Boston 1900 Electric Sharpener	EA					
111	3-hole Punch	EA					
	Staplers/Staples						
112	Swingline 747 Full Strip, Black	EA					
113	Boston Electronic Stapler, Putty	EA					
114	Swingline Speedpoint Std Staples	BX					
115	Staple Remover	EA					
	Tape, Dispensers, Adhesives, & Hanging Devices						
116	Magic Tape w/Dispenser 3/4"X300"	RL					
117	Refill Tape, 3/4" x 1,000", Pack Of 4	PK					
118	Premium Invisible Tape, 3/4" x 1296", Pack Of 10 Rolls	PK					
119	Refill Tape, 1/2" x 1,296	RL					
120	Gorilla Tape, 2" x 1,260" Roll	RL					
113	Removable Poster Tape, 3/4" x 150"	RL					
114	Tape Dispenser, Black	EA					
115	Rubber Cement, 4 oz	EA					
116	Rubber Cement, Quart	EA					
117	Glue Stick, .28 oz	EA					
118	Plasti-Tak Adhesive, 2.48oz/Pkg	PK					
119	Tape Gun With Tape, 1 7/8" x 30 Yd.	EA					
120	Sealing Tape, 3" Core, 1 7/8" x 55 Yd., Clear, Pack Of 6	PK					
	Miscellaneous Office & Desk Accessories						
121	Kleenex Facial Tissue, 2Ply 100/Bx	BX					
122	Facial Tissue, 2-Ply, 100/Bx	BX					
123	Clipboard, Letter Size	EA					
124	Clipboard, Legal Size	EA					

125	Clear Contact Paper 18"X24' Roll	RL					
126	Calculator, hand held solar	EA					
127	Canon CP1200D Commercial Printing Calculator	EA					
128	Canon P23-DH V Printing Calculator	EA					
129	Adding Machine Rolls	EA					
130	1-Ply Calculator/Cash Register Roll 2 1/4" x 150'	PK					
	Breakroom Supplies						
131	16.9 oz Bottled Water, Case Of 24	CS					
132	Clorox Disinfecting Wipes, Fresh Scent, Pack Of 75	EA					
133	Antibacterial Liquid Soap, 7.5 Oz. Pump	EA					
134	Antibacterial Foaming Hand Wash, Original, Refill, 50 Oz	EA					
135	Liquid Dial Antimicrobial Soap, 1 Gallon	EA					
136	Antibacterial Liquid Soap, 1 Gallon	EA					
137	Instant Hand Sanitizer, 8 Oz	EA					
138	Keurig B40 Individual Cup Coffee Brewer	EA					
139	Green Mountain French Roast Decaffeinated Coffee K-Cups, Box Of 18	BX					
140	Green Mountain Breakfast Blend Coffee K-Cups, Box Of 18	BX					
141	Splenda Packets, Box Of 100	BX					
142	Sweet 'N Low Packets, Box Of 400	BX					
143	Sugar, 20 Oz. Canisters, Pack Of 3	PK					
144	Genuine Joe Non-Dairy Creamer Canisters, 12 Oz., Pack Of 3	PK					
145	Bunn-O-Matic Pour-O- Matic Model VPS Coffee Brewer, Stainless Steel/Black	EA					
146	Folgers Coffee Packs, 0.9 Oz., Box Of 42	BX					
147	Folgers Decaf Coffee Packs, 0.9 Oz., Box Of 42	BX					
	Toner Cartridges						
148	HP 45 Black Inkjet Cartridges Model C8788FN#140, Pack Of 2	PK					
149	HP 23 Tricolor Inkjet Cartridge Model C1823D	EA					
150	HP 45/23 Inkjet Cartridges Model C8790FN#140, Combo Pack	PK					
151	HP 03A Black Laser Toner Cartridge Model C3903A	EA					
152	MicroMICR TPN-900 (HP C3903A) Black Toner Cartridge	EA					
153	HP Q7582A Yellow Laser Toner Cartridge	EA					
154	HP Q7583A Magenta Laser Toner Cartridge	EA					
155	HP Q6470A Black Laser Toner Cartridge	EA					

156	HP Q7581A Cyan Laser Toner Cartridge	EA					
157	HP Q3960A Black Laser Toner Cartridge	EA					
158	HP Q3675A Laser Transfer Unit	EA					
159	Brother TN-540 Black Laser Toner Cartridge	EA					
160	Brother® TN-560 Black High-Yield Toner Cartridge	EA					
161	Kyocera TK70 Black Laser Toner Cartridge	EA					
162	Kyocera TK-502K Black Laser Toner Cartridge	EA					
163	OKI 43324404 Black Toner Cartridge	EA					
164	Panasonic KX-FAT92 Black Laser Toner Cartridge	EA					
165	Konica Minolta 1710567-001 High-Yield Black Toner Cartridge	EA					
166	Canon L50 Black Image Cartridge	EA					
167	Canon S35 (7833A001) Black Toner Cartridge	EA					
168	Lexmark E36x/E46x High-Yield Return Program Laser Toner Cartridge Model E360H11A	EA					
169	Dell Series 5 (J5566) Standard Yield Black Ink Cartridge	EA					
170	Dell Series 5 (J5567) Standard Yield Color Ink Cartridge	EA					
171	Dell Series 15 (U143F) Black Ink Cartridge	EA					
172	Dell N3769 Black Toner Cartridge	EA					
	Computer Accessories						
173	Fellowes Mouse Pad With Microban, 8" x 9", Silver	EA					
174	Belkin WaveRest Gel Mouse Pad/Wrist Rest	EA					
175	Kensington SlimScreen Premium Antiglare/Antiradiation Filter, For 16"-18" Monitors	EA					
176	Kensington SlimScreen Premium Antiglare/Antiradiation Filter, For 19"-21" Monitors	EA					
177	3M™ PF319 Lightweight Privacy Filter For 19" LCD Monitors	EA					
178	Belkin Hi-Speed USB 2.0 4-Port Hub	EA					
179	CyberPower CP850AVRLCD Uninterruptible Power Supply, 9 Outlets, 850VA/510 Watt	EA					
180	Belkin Home/Office Series Surge Protector, 6 Outlets, 4' Cord, 720 Joules	EA					
181	Belkin Pro Series USB 2.0 Device Cable, A/B, 6'	EA					
182	Cat 5 Network Cable, 25', Blue, Gray or Black	EA					
183	Logitech LX5 Cordless Optical Mouse, Silver/Black	EA					

184	Logitech Cordless Desktop Wave	EA					
185	Logitech Cordless TrackMan Wheel	EA					
186	Microsoft Wireless Notebook Presenter Mouse 8000, Silver	EA					
187	Logitech Cordless Number Pad for Notebooks - keypad	EA					
188	USB Optical Mouse, Black or Silver	EA					
189	CD 360 Jewel Case 12-PK	EA					
190	Slimline Black Jewel CD Cases 25PK	EA					
191	Pocket Flash Drive USB flash drive - 1 GB	EA					
192	Pocket Flash Drive USB flash drive - 2 GB	EA					
193	Pocket Flash Drive USB flash drive - 4 GB	EA					
194	Pocket Flash Drive USB flash drive - 8 GB	EA					
195	Pocket Flash Drive USB flash drive - 16 GB	EA					
196	Century Compressed Air Duster, 10 Oz.	EA					
197	Century Compressed Air Duster, 10 Oz., Value Pack Of 6	PK					
	Furniture						
198	HON S380 Series Vertical File Cabinet, 26 1/2" 2-Drawer, Letter Size, Putty	EA					
199	HON S380 Series Vertical File Cabinet, 26 1/2" 4-Drawer, Letter Size, Putty	EA					
200	HON 400 Series 30" Wide 2 Drawer Lateral File/Storage Cabinets	EA					
201	HON 400 Series 30" Wide 4 Drawer Lateral File/Storage Cabinets	EA					
202	HON 500 Series 36" - Wide 2 Drawer Lateral File/Storage Cabinets	EA					
203	HON 500 Series 36" - Wide 4 Drawer Lateral File/Storage Cabinets	EA					
204	HON 500 Series 36" - Wide 5 Drawer Lateral File/Storage Cabinets	EA					
205	Global Granada Multifunctional Chair, 40"H x 26"W x 22 1/2"D, Black Frame, Burgundy Fabric	EA					
206	HON 7600 Mid-Back Chair, 42 1/2"H x 27 1/8"W x 39"D, Black Frame, Burgundy Fabric	EA					
207	Neutral Posture® 9600 High-Back Fabric Chair, 46 3/4"H x 26"W x 26"D, Black Frame, Sky Blue Fabric	EA					
208	Ergo-Health Fabric Mid-Back Personal Chair, 41"H x 26"W x 26"D, Black Frame, Latte Fabric	EA					

C.

Supplemental Price List and Catalogues

TCPN Office Supplies Bid Sheet 2009 Supplemental Items				
Description (including delivery)	Catalogue Date	Discount Percent	Installation Cost (If Any)	Comments (i.e. minimum Order)
General Office Supplies not listed in the Core List				
Pens, Markers, Pencils				
Filing and Storage				
Binders and Accessories				
Calendars and Date Planners including Refills				
Paper, Writing Pads, and Envelopes				
Green Products Catalogue				
Technology Supplies not listed in the Core List				
A /V Supplies and Equipment				
Computer Accessories including Keyboards, Mice, and Speakers				
Computer Memory and storage				
Misc. Computer Software				
Desktop Computers				
Laptop Computers				
Ink, Toner, and Ribbons				
Breakroom Supplies not listed in the Core List				
Mailroom Supplies not listed in the Core List				
Cleaning Supplies not listed in the Core List				
Promotional Products				
Print and Copy Center Services				
Custom Printing Services				
Shipping Services				
Office Furniture-Copy Catalogue or a List of Prices				

D. Supplemental Furniture Manufacturers

TCPN Office Supplies Bid Sheet 2009 Supplemental Furniture Suppliers					
Manufacturer	Catalogue Date	Discount Price	Setup Cost (If Any) Percent of Order	Shipping Cost Percent of Order	Comments (i.e. minimum Order)
Hon Metal Furniture					
Hon Wood Furniture					
Hon Seating					
Hon Modular Furniture					
All Steel Modular Furniture					
All Steel Seating					
All Steel Storage					
Global Seating					
Herman Miller Modular Furniture					
Herman Miller Seating					
Herman Miller File Cabinets					
Steelcase Seating					
Steelcase Systems					
Steelcase Storage					
National Furniture Desks					
National Furniture Seating					
National Furniture Modular					
Spacify Modular					
Spacify Desk					
Spacify Seating					
Office USA Furniture Filing Cabinets					
Office USA Furniture Seating					
Artopex Wood Furniture					
Artopex Metal Storage					
Artopex Seating					
Artopex Systems					

E. Sample Core list for Optional Pricing

If the Optional Pricing Methodology Is proposed by an awarded Contract Holder and this Pricing Methodology is accepted, then this Form represents a Sample Price List or Core List for a Participant that chooses to use this pricing Methodology.

TCPN Participating Entity's Office Supplies Bid Sheet 2009 (Core List)							
#	Description	Pack	Manufacturer #	United Stationers or SP Richards SKU #	MSR Price	Discount Price	Comments
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							

35							
36							
37							
38							
39							
40							
41							
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							
67							
68							
69							
70							
71							
72							
73							
74							
75							
76							

77							
78							
79							
80							
81							
82							
83							
84							
85							
86							
87							
88							
89							
90							
91							
92							
93							
94							
95							
96							
97							
98							
99							
100							

F. Sample Vendor Monthly Report

Vendor Name
TCPN Report

month
:

May-08

Entity Name	Zip Code	State	PO or Job#	Sale Amount	TCPN 2% Fee

Total

G. CONTRACTOR FINGERPRINTING REQUIREMENTS

Contractor Certification

CONTRACTOR’S EMPLOYMENT ELIGIBILITY

By entering the contract, Contractor warrants compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal 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 FINA, ARS 41-4401 and 23-214 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

Signature of Respondent

Date

H. 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 in accordance with 15-512 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 ARS 41-1750 and Public Law 92-544 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 ARS 15-512 and any other 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

Signature of Respondent

Date

I. 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

J. Language Pursuant To California State Procurement Rules

Prevailing Wages:

Contractor is responsible for obtaining prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable in the particular locality in which the project is located.

Each craft, classification, or type of workman needs to execute this contract and must obtain a copy of these prevailing wage rates. The successful Respondent shall post a copy of these prevailing wages at each job site pursuant to Labor Code Section 1775 in regards to prevailing wage rate laws. No proposals shall be accepted from a contractor who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.

Apprentice Employment:

Attention is called to the provisions in Section 1777.5 and 1777.6. of the Labor Code concerning the employment of the apprentices by the Contractor or any subcontractor under Contractor.

Storm Water Pollution Prevention Plan:

It shall be the responsibility of the successful Respondent to file a Notice of Intent and procure a State Water Resource Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). The successful Respondent shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating work. The successful Respondent shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. It shall be the responsibility of all Respondents to evaluate and include in the proposal the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revisions to the SWPPP. The successful Respondent shall also include in his proposal the cost of monitoring as required by Permit.

Fingerprinting and Security:

Unless exempted, the Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, the Contractor and its subcontractors must provide for the completion of the certification form included in this document within five (5) days from Notice of Award. The Contractor may, at its option, comply with Education Code section 45125.1 and 45125.2 wherein an employee of the Contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony, provides continual supervision and monitoring of all of Contractor's employees. In no event shall any employees of the Contractor or its subcontractors come into contact with the District's pupils before the certified monitor is in place and or certification is completed. Contractor shall provide at no additional cost to the District visible security badges for all workers who enter the Project site. All workers who have been certified pursuant to Education Code sections 45125.1 and 45125.2 shall be issued a green badge with the words "**NO ESCORT REQUIRED**" boldly printed on both sides. Any workers who have not been certified pursuant to the above code sections shall be issued a red badge with the words "**ESCORT REQUIRED**" boldly printed on both sides. The badges must be visible on all workers at all times on site.

Compliance With Provision of Law Relative To Public Contracts

It is stipulated and part of the contract that the District is a California Public Agency, subject to all laws of the State applicable to public contracts which include, but are not limited to, the payment of prevailing wages, hours of labor, apprentice employment, debarment of contractors, and retention of payroll records. Contractor may be subject to penalties for noncompliance.

Substitute of Security

Pursuant to California Public Contract Code, Section 22300, Contractor may substitute securities for any money withheld by District to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, with the State or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement between the escrow agent and the District, which provides that no portion of the securities shall be paid to the Contractor until the District has certified to the escrow agent, in writing, that the contract has been satisfactorily completed.

IN WITNESS WHEREOF: The contract is executed by the District's authorized representative.

WITNESSED:	SCHOOL DISTRICT
By:_____	By:_____
Date;_____	Date:_____

WITNESSED FOR CONTRACTOR	CONTRACTOR

Date:_____	Date:_____

K. CERTIFICATE OF CONTRACTOR

PURSUANT TO SECTION 1861 OF THE LABOR CODE

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated:_____

Signature_____

License No./Expiration Date_____

License Classification_____

L. NON COLLUSION AFFIDAVIT

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL

(State of _____)

(County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of

_____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Respondent or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature of Respondent

Date

M. Exceptions to Terms, Conditions and Specifications

Company Name_____

Note: This is a sample form. Actual data must be provided on disk, and printed. Original must be signed and inserted in the bid after it is printed.

Any exceptions to the Terms, Conditions, Specifications or Bid Forms contained herein shall be noted in writing and included with the bid submittal.

Page Number	Outline Number or Paragraph	Term, Condition or Specification	Exception

Signature (Same signature as on Bid Affidavit Signature and Acceptance Form)