

AGREEMENT

34147

THIS AGREEMENT is made and entered, in duplicate, as of December 18, 2015 for reference purposes only, pursuant to Resolution No. RES-15-0146 adopted by the City Council of the City of Long Beach at its meeting on November 17, 2015, by and between OFFICE DEPOT, INC., a Delaware corporation ("Contractor"), with a place of business located at 6600 North Military Trail, Boca Raton, Florida 33496, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase custodial supplies; and

WHEREAS, the Region 4 Education Service Center through The Cooperative Purchasing Network has a contract for the purchase of custodial supplies, Contract No. R5120 ("TCPN Contract"); and

WHEREAS, Resolution No. RES-15-0146 authorizes the City to purchase custodial supplies by virtue of the TCPN Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The TCPN Contract with Contractor, attached hereto as Exhibit "A", is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the TCPN Contract shall be applicable here except as follows:

A. Wherever the TCPN Contract refers to the Region 4 Education Service Center through The Cooperative Purchasing Network, it shall be deemed to refer to the City of Long Beach;

B. Contractor shall sell, furnish and deliver to the City custodial supplies of substantially the same type and kind purchased under the Region 4 Education Service Center through The Cooperative Purchasing Network, except

1 as modified by Exhibit "B" attached hereto and incorporated by this reference, in
2 an annual amount not to exceed One Million Seven Hundred Thousand Dollars
3 (\$1,700,000), including tax and fees. To the extent that the TCPN Contract and
4 this Agreement are inconsistent, the following priority shall govern: (1) this
5 Agreement and (2) the TCPN Contract.

6 C. Payment for the custodial supplies purchased from Contractor
7 by the City shall be made by the City on delivery to and acceptance of the
8 custodial supplies by the City and submittal of an invoice to the City. Payment is
9 due thirty (30) days after the date of the invoice.

10 D. The term of this Agreement shall commence at midnight on
11 January 4, 2016, and shall terminate at 11:59 p.m. on January 3, 2018. The
12 parties have the option to extend the term for two (2) additional one-year
13 periods. In the event the underlying Agreement expires prior to the renewal
14 term, Contractor will enter into a new Agreement with substantially similar terms
15 and conditions.

16 E. All warranties shall accrue to the City of Long Beach.

17 2. Neither this Agreement nor any money that becomes due to
18 Contractor under this Agreement may be assigned by Contractor without the prior written
19 consent of the City Manager or his designee.

20 3. Any notice given under this Agreement shall be in writing and
21 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
22 delivered or mailed to Contractor at the relevant address first stated above, and to the
23 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.
24 Notice shall be deemed given three days after deposit in the mail.

25 4. The terms appearing on the TCPN Contract are incorporated in this
26 Agreement.

27 5. Contractor shall cooperate with the City in all matters relating to self-
28 accrual of use tax. Contractor shall contact the City Treasurer for additional information

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 regarding self-accrual.

2 6. This Agreement and all documents which are incorporated by
3 reference in this Agreement constitute the entire understanding between the parties and
4 supersede all other agreements, oral or written, with respect to the subject matter of this
5 Agreement.

6 IN WITNESS WHEREOF, the parties have caused this document to be duly
7 executed with all formalities required by law as of the date first stated above.

8
9
10 January 8, 2015⁶

11
12 January 8, 2015⁶

OFFICE DEPOT, INC., a Delaware
corporation

By T. Burgett
Name T. Burgett
Title VP

By J.T. Lannan
Name Don T. Lannan
Title SVP

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

16
17 Jan. 19, 2015
18 2016

By T. Bill EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
City Manager
Assistant City Manager

"City"

19
20 This Agreement is approved as to form on Jan. 14, 2016

21 CHARLES PARKIN, City Attorney

22 By Angelle
23 Deputy
24



EXHIBIT “A”



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

Publication Date: October 20, 2011

NOTICE TO RESPONDENT

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

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

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

Solicitation Number 11-17

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

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

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

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

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

**Jason Wickel
Director TCPN**

TABLE OF CONTENTS

- A. Introduction
- B. Scope
- C. Instructions to Respondents
- D. Process
- E. Evaluation Criteria
- F. General Terms & Conditions/Vendor Contract Form
- H. Vendor Questionnaire
- I. Company Profile
- J. Product/Services
 - Special Terms & Conditions
 - Specifications
- K. References
- L. Pricing
- M. Miscellaneous
- N. Required Documents
 - Clean Air and Water Act / Debarment Notice
 - Lobbying Certification
 - Contractor Requirements
 - 1. Contractor's Employment Eligibility
 - 2. Fingerprint & Background Checks
 - 3. Business Operations in Sudan, Iran
 - Antitrust Certification Statement

INTRODUCTION

The Cooperative Purchasing Network (TCPN)

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

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

Purpose of TCPN

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

Customer Service

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

Purchasing Procedures

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

SCOPE

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

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

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

INSTRUCTIONS TO RESPONDENTS

Submission of Response

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

Proposal Format

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

Binder Tabs

- Tab 1 - Vendor Contract and Signature Form
- Tab 2 - Questionnaire
- Tab 3 - Company Profile
- Tab 4 - Product / Services
- Tab 5 - References
- Tab 6 - Pricing
- Tab 7 - Value Add
- Tab 8 – Required Documents

Shipping Label

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

From Chris McEntee

Company Office Depot, Inc.

Address 10551 Metcalf Avenue

City, State, Zip Overland Park, KS 66212

Solicitation Name and Number Janitorial Supplies, Equipment, Maintenance & Repair

Due Date and Time 12/15/11 Solicitation Number

PROCESS

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

Competitive Range

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

Deviations and Exceptions

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

Estimated Quantities

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

Evaluation

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

Formation of Contract

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

Clarifications/Discussions

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

Multiple Awards

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

Non-Exclusive

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

Past Performance

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

Open Records Policy

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

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

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

Specifications

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

EVALUATION CRITERIA

Products/Pricing (40 Points)

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

Performance Capability (30 Points)

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

Qualification and Experience (20 Points)

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

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training

TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM

VENDOR CONTRACT

Between Office Depot, Inc. and

THE COOPERATIVE PURCHASING NETWORK (TCPN)

For

Janitorial Supplies, Equipment, Maintenance & Repair

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

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

GENERAL TERMS AND CONDITIONS

1. Customer Support

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

2. Assignment of Contract

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

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

3. Disclosures

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

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

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

4. Renewal of Contract

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

5. Funding Out Clause.

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

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

6. Ordering Procedures

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

7. Shipments (if applicable)

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

8. Invoices

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

9. Tax Exempt Status

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

10. Reporting

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

Vendor Name
TCPN Report
Month or Quarter

Entity Name	Zip Code	State	PO or Job#	Sale Amount

Total _____

11. Payments

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

12. Pricing

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

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

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

13. Administrative Fees

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

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

14. Warranty conditions

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

15. Indemnity

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

16. Franchise Tax

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

17. Marketing

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

18. Supplemental Agreements

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

19. Certificates of Insurance

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

19. Legal Obligations

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

20. Protest

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

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

21. Force Majeure

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

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

22. Prevailing Wage

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

22. Miscellaneous

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

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

SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Company name	Office Depot, Inc.
Address	10551 Metcalf Avenue
City/State/Zip	Overland Park, KS 66212
Telephone No.	913-385-0856 x 3050
Fax No.	913-384-0264
Email address	Chris.McEntee@officedepot.com
Printed name	Chris McEntee
Position with company	Regional Vice President
Authorized signature	X <i>Chris McEntee</i>

Accepted by The Cooperative Purchasing Network:

Term of contract _____ to _____

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not. for 30 days after the expiration or termination

Director of TCPN

Date

Print Name

Authorized Signature

Date

Print Name

TCPN Contract Number _____

SIGNATURE FORM

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

Prices are guaranteed: 120 days

Company name Office Depot, Inc.
Address 10551 Metcalf Avenue
City/State/Zip Overland Park, KS 66212
Telephone No. 913-385-0856 x 3050
Fax No. 913-384-0264
Email address Chris.McEntee@officedepot.com
Printed name Chris McEntee
Position with company Regional Vice President
Authorized signature X Chris McEntee

Accepted by The Cooperative Purchasing Network:

Term of contract 1-23-12 to 2-28-13

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually, for an additional four (4) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not, for 30 days after the expiration or termination

Jason Wickel
Director of TCPN

1/20/12
Date

Jason Wickel
Print Name

Bob Baker
Authorized Signature

1/20/12
Date

Bob Baker
Print Name

TCPN Contract Number 85120

TAB 2 – QUESTIONNAIRE

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

1. States Covered

Bidder must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

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

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

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

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

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

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

a. Minority/Women Business Enterprise

Respondent certifies that this firm is an M/WBE

☐ Yes ☒ No

b. Historically Underutilized Businesses

Respondent certifies that this firm is a HUB

☐ Yes ☒ No

3. Residency

Responding Company's principal place of business is in the city of Boca Raton State of FL.

4. Felony Conviction Notice

Please check applicable box:

- ☒ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

5. Processing Information

Company contact for:

Contract Management

Contact Person: Dave Wetzel
Title: Dir. of Government Sales
Company: Office Depot, Inc.
Address: 14600 Trinity Boulevard, Suite 300
City: Fort Worth, State: TX Zip: 76155
Phone: (800) 597-3181 Fax: (888) 438-8990
Email: Dave.Wetzel@officedepot.com

Billing & Reporting/Accounts Payable

Contact Person: Francine Staton-Smith
Title: Account Manager
Company: Office Depot, Inc.
Address: 6805 S. 217th St,
City: Kent State: WA Zip: 98032
Phone: (253) 872-1727 Fax: (253) 872-5640
Email: francine.staton@officedepot.com

Marketing

Contact Person: Dave Wetzel
Title: Dir. of Government Sales
Company: Office Depot, Inc.
Address: 14600 Trinity Boulevard, Suite 300
City: Fort Worth, State: TX Zip: 76155
Phone: (800) 597-3181 Fax: (888) 438-8990
Email: Dave.Wetzel@officedepot.com

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

- ☐ Manufacturer direct ☐ Certified education/government reseller
☒ Authorized distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other _____

7. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ Yes ☐ No

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

- Pricing submitted includes the required TCPN administrative fee.

☒ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity?

☐ Yes ☒ No

8. Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
TCPN Office and School Supplies Contract	proprietary	2-29-2014	proprietary
U.S. Communities School Supplies Contract	proprietary	3-31-2015	proprietary
U.S. Communities Technology Contract (Tech Depot)	proprietary	4-30-2013	proprietary
National IPA Office Supply Contact	proprietary	10-17-2013	proprietary
National IPA Furniture Contact	proprietary	3-31-2014	proprietary

TAB 3 – COMPANY PROFILE

Information About Your Company

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Company's organizational chart of those individuals that would be involved in the contract.
5. Corporate office location.
 - a. List the number of sales and service offices for states being bid in solicitation.
 - b. List the names of key contacts at each with title, address, phone and e-mail address.
6. Define your standard terms of payment.
7. Who is your competition in the marketplace?
8. What is your market share?
9. Are you gaining market share, losing market share, or maintaining market share?
10. What is your strategy to increase market share?
11. What differentiates your company from competitors?
12. Describe how your company will market this contract if awarded.
13. Describe how you intend on introducing TCPN to your company.
14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Green Initiatives

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

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

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

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

Vendor Certifications (if applicable)

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

TAB 4 – PRODUCT / SERVICES

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

A. General Requirements

1. **Qualified Firms:** Offerors should meet the following minimum qualifications:
 - a. Have a strong national presence in the janitorial and sanitation supply industry.
 - b. Have a distribution model capable of delivering products nationwide.
 - c. Have a demonstrated sales presence.
 - d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - e. Be able to provide a full range of products, supplies and services to meet the demands of participating TCPN members and all agencies that opt to participate in the cooperative purchasing program with TCPN.
2. **Defective Product:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the participating entity within seven (7) days of initial notification.
3. **Equipment and Product Recall Notices:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment of product purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
4. **Warehousing, Distribution and Sales Facilities:** The products specified in this solicitation are dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
5. **Catalogs:** Within 10 days after contract award and after request from TCPN staff, Contractor must submit complete price lists and catalogs of their product line in hard copy and on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists.

B. Product Requirements:

1. **Products:** A complete and comprehensive line of quality made janitorial and sanitation supplies to support the daily maintenance and operation functions of the agency. The categories include, but are not limited to the following:
 - a. **Dilution Control-** Dilution control chemicals and delivery systems ranging from hand-held to wall-mounted systems.

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

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

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

- c. **Industrial Paper and Dispensers-** Includes sanitary paper towels, toilet tissue, wipers, and proprietary and universal product dispensers.
- d. **Hard Floor Care-** Products and supplies to care for flooring including wood, stone, concrete, and resilient flooring. Products include cleaners, strippers, finishes, sealers, restorers, sweeps, absorbents, mats, pads, doodlebugs, bonnets, brooms, brushes, handles, buckets, wringers, dust pans, mops, and squeegees.
- e. **Carpet Care-** Products and supplies such as pre-sprays, shampoo, spotters, cleaners, post treatments for carpet and upholstery.
- f. **Restroom Care-** Products and supplies including cleaners, brushes, deodorants, proprietary and universal dispensers, sanitizers, disinfectants, skin care and feminine products.

- g. **Waste Receptacles and Liners-** Products and supplies for the collection and disposal of waste.
- h. **Machines and Accessories-** Janitorial equipment such as auto scrubbers, floor machines, burnishes, extractors, vacuums, dryers, sweepers, steam cleaners, and associated supplies and accessories.
- i. **Laundry and Kitchen-** Products and supplies specific to laundry and kitchen care.
- j. **Industrial Tools & Supplies-** Tools, supplies and accessories to support cleaning activities including janitor carts, dusters, window cleaners, brushes, spray bottles, squeegees and gloves.
- k. **Other Categories-** Products, supplies, and equipment not offered in a category listed above.

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

- 2. **Current Products:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 3. **Pricing-** Offerors are to provide a discount from a verifiable price index and provide a reduced net pricing schedule. Contractor must fully describe and disclose details of proposed pricing method including audit verification method. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement (s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors' discounts to the prices listed on their manufacturer's price lists, retail price sheets, and catalogs.

C. Service Requirements:

- 1. **Services:** TCPN is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to the following.
 - a. **Small Business Program:** The ability to incorporate small business enterprise into your distribution, sales, services, and product offerings. The program should focus on increasing opportunities for small local businesses under this contract. At a minimum, it should establish how business will be directed to small local businesses, establish any unique product or service offerings and develop small businesses as second-tier suppliers.
 - b. **Consulting Services-** Examples include inventory solutions, emergency preparedness programs, eCommerce and safety services.
 - c. **Training & Education-** The ability to provide on-site and/or online training and educational programs/seminars as well as providing technical product knowledge and support in English and in Spanish.

- d. **Software Punch Out:** The capability of your electronic ordering system to interface with an agency's inventory software system such as Oracle Synergen inventory system.
- e. **Green/Sustainability Program:**
 - 1. **Policies:** Efforts and policies pertaining to green and sustainability.
 - 2. **Products:** Impact on product offerings.
 - 3. **Distribution:** Impact on distribution process.
 - 4. **Certifications:** The Industry recognized certifications and standards obtained and those represented through its catalog of products.
- f. **Repair Services:** The ability to provide repair services of janitorial equipment through authorized manufacturer's facilities or other avenues.
- g. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
- h. **Sourcing:** Capability of sourcing products
 - 1. from non-catalog suppliers and
 - 2. from line card extensions of catalog suppliers
- i. **Other Services/Programs:** Other value-add services not included in above categories such as installation of chemical and paper product dispensing units.

Non Warranty Service Rates

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

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

One time travel charge per repaired machine?

_____ Yes _____ No

Do Half Hour Rates Apply?

_____ Yes _____ No

Is there an equipment drop off location?

_____ Yes _____ No

Address of Drop off Location _____

Do you have a fuel charge?

_____ Yes _____ No

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

Our warranty for same repair/service for individual machine is

_____ Days

List Authorized Warranty Repairs conducted for Manufacturers.

TAB 5 – REFERENCES

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

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

TAB 6 – PRICING

Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular bidder and the pricing per item.
- Electronic price lists must contain the following:
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to TCPN (including freight)
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in electronic form only.***

Not to Exceed Pricing

- TCPN requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

TAB 7 – VALUE ADD

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

TAB 8 - REQUIRED DOCUMENTS

DOC #1 Clean Air and Water Act / Debarment Notice

DOC #2 Lobbying Certification

DOC #2 Contractors Requirements

DOC #3 Antitrust Certification Statement

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor: Office Depot, Inc.

Title of Authorized Representative: Regional Vice President

Mailing Address: 10551 Metcalf Avenue, Overland Park, KS 66212

Signature: x

Chris McEster

LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

x



Signature of Respondent

12-14-11

Date

CONTRACTOR REQUIREMENTS**Contractor Certification****Contractor's Employment Eligibility**

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

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

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

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

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

Fingerprint & Background Checks

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

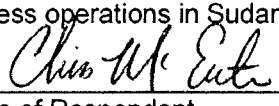
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

Business Operations in Sudan, Iran

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

x


Signature of Respondent

12-14-11

Date

DOC #4

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor Office Depot, Inc.

Address 10551 Metcalf Avenue

Overland Park, KS 66212

Phone 913-385-0856 x 3050

Fax 913-385-0264

Bidder X Chris McEntee
Signature

Chris McEntee
Printed Name

Regional Vice President
Position with Company

Authorizing Official
X Chris McEntee
Signature

Chris McEntee
Printed Name

Regional Vice President
Position with Company

Office DEPOT

**TCPN
Request for Proposal (RFP)
for
Janitorial Supplies, Equipment, Maintenance & Repair
Solicitation Number 11-17**

**Tab 1
Vendor Contract
And
Signature Form**

Office DEPOT.

**TCPN
Request for Proposal (RFP)
for
Janitorial Supplies, Equipment, Maintenance & Repair
Solicitation Number 11-17**

**Tab 2
Questionnaire**

Office DEPOT.

**TCPN
Request for Proposal (RFP)
for
Janitorial Supplies, Equipment, Maintenance & Repair
Solicitation Number 11-17**

**Tab 3
Company Profile**

Office DEPOT.

Company Profile

Information About Your Company

Please provide the following:

1. Company's official registered name.

Office Depot, Inc.

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

Office Depot was founded in 1986 as a single office supply store and grew to a national presence by 1990. Our stock started trading on the NYSE in January of 1991 and has been there for more than 20 years. Today, Office Depot provides more office products and services to more customers in more countries than any other company.

Office Depot for providing highly reliable "just in time" delivery of office supplies to public sector customers throughout the USA through highly successful national marketing programs since 1996. We have a team dedicated to program coordination that focuses the efforts of our 1,400+ USA Sales Representatives directly on the highly important public sector agencies. We are offering the capabilities of this team to TCPN under this proposal.

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

Office Depot's D & B number is: 15-3531108.

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

We have attached the organizational chart for the Office Depot TCPN team and the additional team of product specialist for the janitorial supplies product category as file "TCPN CBS Account Management Team Org Chart" for your review.

5. Corporate office location.

Office Depot, Inc.

**6600 North Military Trail
Boca Raton, FL 33496-2434**

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

Office Depot will service all 48 States in CONUS from these sales offices:

**Alabama – Birmingham
Arizona - Phoenix
California – Bakersfield, Burbank, Fremont, Fresno, Los Angeles, Modesto,
Sacramento, San Bernardino, San Diego, San Francisco, Santa Rosa
Colorado - Denver
Connecticut – Trumbull
Florida – Jacksonville, Boca Raton, Miami/Ft. Lauderdale, Orlando, Tallahassee,
Tampa
Georgia – Atlanta, Norcross
Illinois – Chicago, Indianapolis
Kansas – Kansas City**

Office DEPOT.

Kentucky – Louisville
Louisiana – New Orleans
Massachusetts – Boston
Maryland – Baltimore
Michigan – Detroit
Minnesota – Minneapolis
North Carolina – Charlotte
Nebraska – Omaha
New Jersey – Clifton, Toms River
New Mexico – Albuquerque
Nevada – Las Vegas, Reno
New York – New York, Rochester
Ohio – Cincinnati, Cleveland, Columbus
Oregon – Portland
Pennsylvania – Philadelphia, Pittsburgh
Tennessee – Nashville
Texas – Austin, El Paso, Fort Worth, Houston, McAllen, San Antonio
Utah – Salt Lake City
Virginia – Springfield, Norfolk
Washington – Seattle
Wisconsin – Milwaukee

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

We have attached our file "BSD Sales Directory" which lists our USA Sales Offices and contact information for the persons located in those offices.

6. Define your standard terms of payment.

Office Depot's standard payment terms are Net 30 days.

Participating agency's credit limit shall be established by Office Depot, who reserves the right to lower participating agency's credit limit or refuse to ship any orders if at any time: (a) participating agency is delinquent in making payments to Office Depot or is otherwise in breach of the contract; or (b) Participating agency's credit standing becomes impaired or reasonably unsatisfactory to Office Depot.

7. Who is your competition in the marketplace?

Office Depot's national competitors are Staples and Office Max and we have numerous regional and local competitors in this product category. Most of our competitors are not capable of launching and maintaining a national marketing and fulfillment program, a capability that Office Depot has demonstrated.

8. What is your market share?

Office Depot has approximately a 3.6% share of the total USA office supplies market. It is estimated that no one company has more than a 6.5% share of this fragmented market.

The janitorial supplies market is even more fragmented with numerous companies providing product at regional and local levels. More than 50 companies make up about 50% of the national market

Office DEPOT.

revenue and they are highly segmented in the types of markets they serve. This market has experienced declining sales volume over the last 4 or 5 years because of the global economic situation, however it is expected to experience growth over the next 3 to 5 years. Office Depot has positioned itself to gain significant market share in the segment of the market we serve during that growth period by expanding our range of products and by focusing on environmentally friendly products as a high growth potential category.

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

Office Depot is actively focused on gaining market share and our goal is to more than double our sales volume in this product category over the next five years. Office Depot has been gaining market share in the janitorial supplies for several years.

10. What is your strategy to increase market share?

Office Depot has already taken the first step of greatly increasing the scope of our product offering including more than 300 new items added in our new catalog due January 2012. We have simultaneously elected to take advantage of our position as the Greenest Large Retailer in the USA and the Eighth Greenest Large Company in the USA (Newsweek in November 2011) and the only Retailer in the Top 10 on the list by greatly increasing the number and depth of Green products in this category of our offering. Our entire CBS product team as shown on the organization chart has been added in the last 18 months as part market expansion effort.

Programs like this TCPN contract fit exactly into our plans should we be selected for this award.

11. What differentiates your company from competitors?

Office Depot takes great pride in our commitment to our customers. We know how critical it is to bring you both lower costs and smart, value-added solutions. Below are a few of the benefits TCPN can expect from partnering with Office Depot:

- Convenient ways to shop – by phone, 24/7 secure online ordering or in any of our more than 1,100 retail stores nationwide
- Dedicated team of 23 Cleaning and Break Room specialists
- A dedicated Public Sector market team with the TCPN office supplies contract as one of our foundation stones for this market
- One of the largest assortments of environmentally preferable products in the industry
- Special customer pricing on core items
- Convenient purchasing options including Account Billing and the Store Purchasing Card
- One solution source for office essentials, copy and print, furniture, and coffee & Break room, and janitorial/cleaning supplies
- The flexibility of integrated ordering, billing and usage reports – one consolidated and convenient statement for all of your Office Depot orders

Office DEPOT.

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

If Office Depot is awarded the contract, the TCPN Janitorial Supplies Contract will be one of Office Depot's largest and most visible public sector contracts. This program will become our primary cooperative janitorial supply offering to counties, cities, states, K-12, non-profits, higher education institutions and special districts.

Our national sales force will actively market the Janitorial Contract to eligible public agencies as a way for such agencies to obtain competitive advantage through the buying power under the TCPN program. We intend to communicate the contract through marketing brochures, press releases, personal letters from our Vice President of Public Sector Sales, package inserts, e-mails, and direct mail.

Office Depot has a dedicated team of Cooperative Purchasing National Account Managers that are responsible for the implementation and training of the TCPN Janitorial Supplies Contract. This dedicated team of seven (7) people will work closely with the local sales representatives as well as the Telephone Account Managers (TAM) to ensure that they are trained properly to service customers participating in the TCPN program. Training will include how to position the TCPN offering as our primary "go to market" strategy for public agencies while being able to communicate the core benefits of the program. Our sales initiatives will communicate the fact that the contract was competitively solicited and the contract has competitive government pricing, there is no cost for agencies to participate and the contracts are non-exclusive.

Office Depot is committed to the rapid growth of the TCPN program. We fully intend to market this program to current and potential Office Depot and TCPN cooperative customers representing a significant level of revenue.

Office Depot's sales force deployment model will allow us to partner with the TCPN team to focus on primary and secondary strategic geographies within each of the four geographic sales regions. Working together with TCPN will allow us to develop and share new account opportunities and leverage strategic and joint sales calls. Where appropriate, both parties will reinforce the value of TCPN.

Sales Lead Generation - Office Depot will also leverage its current sales lead infrastructure to ensure timely customer communication, presentation and individual account implementation. The dedicated Office Depot cooperative team currently has in place a sales lead system which allows us to receive customer registrations with the field sales organization. These registrations are forwarded to the appropriate geographic sales manager, which allow the sales manager to assign and deploy an Office Depot Account Manager for each new opportunity. This sales lead methodology includes processes to ensure that leads are followed up on and the customer's needs are met. This closed loop methodology also provides comprehensive reporting capabilities.

Program Marketing - Office Depot is fully prepared to partner with TCPN to ensure that we market the program both in the Implementation phase as well as throughout the life of the contract. Office Depot has dedicated public sector marketing resources that leverage our capabilities to ensure the TCPN message continues to be communicated to both existing as well as prospective customers. These marketing initiatives include:

- Co-Branded TCPN specific sales collateral
- Website Development
- Vendor partnered product sampling

Office DEPOT.

- Vendor partnered and co-branded product literature, focused specifically on the needs of the public sector

Office Depot will work closely with the TCPN team to build a comprehensive business and marketing plan. The two-pronged plan will commence immediately with a 90 day action plan to aggressively launch the award and partnership and a strategic public relations campaign. This plan will include programs that promote all new products or services being offered under the program. These programs will be marketed directly to eligible agencies using all marketing vehicles available - our extensive sales organization, email, web, direct mail and catalog programs. During the 90 day launch activities, the marketing and sales team will formulate a 2012 comprehensive business and marketing plan with strategic goals and objectives.

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

Each Office Depot sales associate receives more than 40 hours of training each year and many additional hours of assistance in implementing planned marketing programs. The Office Depot Cooperative Account Management Team will launch marketing programs nationwide or regional (depending on the program definition) and actively engage each Office Depot Sales Team member involved, providing the collateral, direction, and goals of the program, while monitoring the results so that feedback and adjustments can be made as necessary. Our National Sales Force will be continuously reminded of the importance of the TCPN Janitorial Supply contract and its impact on their sales goals and successes.

The TCPN Janitorial Supply contract will have a national impact and we will make sure there is time dedicated to sales meetings, specific training is conducted promoting the program for every sales person, the TAM (Telephone Account Managers) personnel are included in this training effort, and that all training has a defined goal which is measured and evaluated for success with adjustments made as are dictated by the results.

Office Depot's already developed intranet site that allows Account Managers and Business Development Managers to access participating public agencies' information will be updated to include relevant TCPN Janitorial Supply contract information. In addition, the site will provide information about the program, presentation for prospects, promotional flyers, as well as continuing education, resource listings and recommendations on how to sell the program.

Office Depot has a comprehensive contract sales training team that will partner with the TCPN team to ensure the National Sales force is trained effectively prior to the launch of the contract as well as providing ongoing training and reinforcement. Training on the contract and benefits of contract will also be included as part of the standard curriculum for all newly hired or promoted contract sales associates. Training will be addressed from a multi-pronged approach to not only ensure that the various types of learning styles are addressed but will also ensure that training materials are readily available. This multi-pronged approach to training will include but not be limited to:

- New Contract Webcast for field sales representatives. This interactive presentation will include key information about the contract itself, the competitive solicitation process, competitive government pricing, no-cost participation by eligible agencies and the non-exclusivity of the contract. Additionally Office Depot will reinforce and train to:
 - a) the key features of the TCPN Janitorial Supply contract to provide the best possible value solutions to public agencies,
 - b) describe in detail the solicitation process and,

Office DEPOT

- c) ensure the sales force is fully aware of the range of agencies that are eligible to participate. New Contract Webcasts will be offered multiple times to ensure training is available for the sales force as well as provide an opportunity to repeat the training if desired. All Webcast training sessions will include a full Question and Answer period.
- All training materials will be posted on the Internal Office Depot Public Sector site. Materials will include but will not be limited to:
 - Key talking points
 - FAQ document
 - Training presentations
 - A specially recorded training session for viewing outside of a webcast
- Through our training department we have also developed proprietary Solution Selling Sheets to assist our sales professionals in the sales cycle to ensure that as customer needs are uncovered we are able to provide the appropriate Feature, Benefit & Proof Source that corresponds to the customer need.

During Office Depot and TCPN's 10 plus year relationship we have built a strong recognition of the TCPN Office Supply Contract. All Office Depot Sales Representatives know and understand the potential sales growth that contract brings to their sales territory. The addition of a TCPN Janitorial Supply Contract will be welcomed and aggressively promoted at all levels within Office Depot and to all existing and potential participating agencies. Our Sales representatives have seen the success brought by the existing contract and the new product category will be accepted and marketed quickly.

14. Describe your firm's capabilities and functionality of your online catalog/ordering website.

Internet Web Site

As an eCommerce pioneer, Office Depot has connected over 325,500 mid-sized to large corporations with over 1,388,000 users. Ninety-five percent (95%) of their national account business with us comes via the internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only simple for you but fast for your users too.

Our Electronic Commerce Leadership and Experience:

Office Depot is consistently one of the largest internet retailers with worldwide internet sales of over \$4.1 billion in 2010. Our robust and award winning Web Site has been recognized as one of the Top 5 Web Sites on the net for its features, user friendliness and high volume of activity. We are a founding member of the OBI (Open Buying on the Internet) and have the most advanced Internet Ordering Web Site as well as extensive 3rd party ERP integration experience, with over 1,500 third party integrations and punch-out solutions. Our contract customer web site offers the following advantages:



Excellent Management Tools:

Office DEPOT

- **Online Reporting** – no need to ask for reports when they are at your fingertips. 12 months of downloadable and exportable order history (cost center, ship-to, user, item SKU, etc.)
- **Bulletin Board** – to communication program information and post your logo
- **Billing Information** – POD verification, reprints of invoices or packing slips
- **Set Spending Limits** – create hierarchy restrictions, approvals, workflow process levels
- **Restrict Items** - from being purchased at the user level by department, class, item and/or dollar amounts
- **Email Approval Release** – online email approval release (HTML)
- **Price Verification** – see your contract prices on all items
- **Real-time credit card authorization**
- **Administrator User** – approved management 'super users' have the ability to change personal profiles, ship-tos, restrictions, approvals, etc.
- **Create Profiles** – define parameters/capabilities for each user as well as all their information
- **Group Login Identities** – optional single login for cost centers, locations, departments, etc
- **GPS Order Status** – know exactly where your packages are from the time you 'click' your order to when the packages arrive at your desk, including electronic signature capture
- **Best Value Items** – all core items are identified and float to the top of all searches
- **4 Accounting Fields** – for customization and identification of cost centers and billing/orders information

Easy to Use:

- **Shopping Lists** – create Corporate wide 'best value' lists and Personal items lists
- **Real Time Inventory** – make intelligent choices based on real product shipping location inventory
- **Online Backorder** – intelligent backorder information, providing alternative options
- **Online Returns** – simplest and fastest method available for item pickup and credit
- **Order Reminders** – schedule reoccurring or one time reminders
- **Future Orders** – flexible delivery dates, or build your shopping cart for later orders
- **Advanced Search** – narrow your results by product, category, description, use, price, size, etc
- **Toner/Ink Find** – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- **Compare Items** – side by side comparisons, describing function, and capabilities
- **Order Notification** – detailed user information on your approved orders
- **Live Online Chat** – instant message our customer service for any questions you may have on a product recommendation, order status, or online web functionality

Many Categories – Huge Selection:

- **30K items** – available next day
- **Print on Demand** – download your customized jobs directly on the same site and have them delivered with your supplies
- **Technology Products** – link to our TechDepot company
- **Furniture** – we stock over 1,000 furniture items in our warehouses
- **Janitorial and Breakroom** – hundreds of the most common items you need
- **Promotional Items** – put your logo/brand or special event information on just about anything

Office DEPOT

- **Custom Stationery Online** – download and create your own stationery, or pull from your private warehoused items we have already created

Top Rated Internet

- **Customized online ordering system**
- **Personalized bulletin board for up to date employee communications**
- **Easy-to-use - Award winning website**
- **Convenient web management tools**
- **Management Purchasing Controls: Suggested, Recommended or Forced items or dollar restrictions**
- **Online Order History – 12 months, downloadable and sortable reports at your fingertips anytime**
- **Advanced searching and sorting tools**
- **Real time product inventory - shows and holds exact quantity we have in stock.**
- **Live up-to-date online Delivery Status**
- **Online Proof of Signature for every order**
- **Easiest Online Return Process**

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

The National Customer Service Desk located in Boca Raton, Florida is available by phone and fax Monday through Friday between the hours of 7:00 A.M. and 8:00 P.M. (ET). We also provide online ordering 24/7/365, which includes many customer service friendly services such as live inventory status, customized shopping carts, full detailed descriptions of products and variable search parameters.

Our eCommerce Support Desk is available for your questions or comments via e-mail on the "Email Support" link located in the "Customer Service Contacts" section of the "Customer Services" link on our website. The eCommerce Support Desk is open Monday through Friday, 8:00 A.M. until 8:00 P.M. (ET). We try to respond to your question within a two-hour window.

Below is a screen shot of our online chat log in screen.

Office DEPOT.

The screenshot shows a web browser window titled "Customer - Microsoft Internet...". The page has a dark background with the "Office DEPOT." logo at the top. Below the logo, it says "Welcome to Response Live online help!". A message states: "This service is available 8AM-8PM EST Monday thru Friday. We are happy to assist you and chat with you live." There is a "First Name:" label followed by a text input field containing "Your first name here". Below this is a label "Please enter your email address and question:" followed by a "WWW" label and a large text input field. A large black arrow points upwards from the bottom of the text input field to the "WWW" label. To the right of the input field is a "Submit" button. At the bottom right of the page, it says "Connected by KANA".

Green Initiatives

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

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

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

Office DEPOT.

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

Office Depot is committed to protecting our environment. Please see our 2010 Corporate Citizenship Report which we have attached. It describes our past performance; presents third party audited results for 2009, and details our efforts to improve our performance in the future. This commitment started in 2003 and has earned our listing by Newsweek as the Greenest Major Retailer in the USA for two consecutive years (November 2011) and our position as the Eighth Greenest Major Corporation in the USA, and the only retailer in the Top Ten (Newsweek November 2011).

Green Book Catalog

Office Depot has an environmental vision to "increasingly buy green, be green and sell green". Our current Green Book catalog – still the industry's premier catalog of environmentally-preferable office products - contains over 4,000 high quality green options for contract customers across the U.S. The current Green Book is "greener" than any of our previous Green Books because we have only included products that have 30% Post Consumer Recycled or 50% total Recycled or higher content. We also include products that are bio-based, rapidly renewable, or have other environmentally friendly attributes.

Our New Office Depot Green Line of products that adhere to strict environmental standards are also included in this catalog and online.

Printed copies have been made available for 40,000 organizations, and we also developed the Green Book online in 2008 at our BSD contract website. The current Green Book online is at http://officedepot.richfx.com.edgesuite.net/catalog_officedepot/bsdgreen0809/index.aspx?cm_re=Home- -GreenOffice- -Green+Book+Online and available 24/7/365. This catalog provides full details on 4,000+ items with recycled content - the industry's largest assortment.

The green book contains thousands of products with post-consumer recycled content and hundreds of others that are "green" for other environmental reasons such as reduced waste, reduced energy or reduced chemicals. Many green book products are also less expensive than alternative products.

Examples of products contained in the 2011 Green Book include:

- Recycled Paper
- Refillable Pens
- Non-Toxic markers and highlighters
- Energy Star qualified Printers and Monitors
- Compact Fluorescent Light Bulbs
- Remanufactured Ink & Toner Cartridges
- Biodegradable Packing Material
- Non Toxic Cleaning Supplies

Office DEPOT.

As well as showcasing products, The Green Book provides information on the environmental benefits of product types, offers Top-10 Tips for greening the work place, and cross references these tips to specific case studies, products and short articles throughout the catalog. This provides customers with tangible examples, identifies products that are likely to generate the greatest environmental benefits for the customer, while providing examples on how simple it is to do this.

Office Depot's order tracking and reporting systems make it easy for customers to set goals and measure their performance to those goals for the account as a whole and all individual purchasing locations.

Vendor Certifications (if applicable)

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

Office Depot has all licenses, registrations, and certifications required by all federal, state, and local agencies in all the States in which we serve customers. These total many thousands of documents and we will be pleased to provide any which TCPN wishes to review. Please request any specific documents you need to see.

Office Depot is a large corporation and does not qualify for any M/WBE, HUB, or other Diversity certification. We do have a comprehensive and aggressive Diversity Supplier/Vendor Program in place, and we have a HUB catalog with more than 1,400 items from certified suppliers/vendors. All Diversity supplier/vendor items in our catalog are marked with the distinctive HUB Icon.

Office Depot is a manufacturer authorized dealer for all items in our catalog and all manufacturers will honor their warranty for the items customers purchase from Office Depot.

Office DEPOT.

**TCPN
Request for Proposal (RFP)
for
Janitorial Supplies, Equipment, Maintenance & Repair
Solicitation Number 11-17**

Tab 4

Product / Services

Office DEPOT

Products and Services

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

A. General Requirements

1. Qualified Firms: Offerors should meet the following minimum qualifications:
 - a. Have a strong national presence in the janitorial and sanitation supply industry.

Yes, Office Depot has 13 strategically located stocking delivery centers in the USA from which we service thousands of public and private sector customers with janitorial and sanitation supply products. We have most of the items we offer in stock in our own delivery centers and are not dependent on other suppliers to help us meet our customers' day to day ordering and delivery requirements nationwide.

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

Yes, Office Depot operates a nationwide delivery service from our 13 delivery centers in the USA. Our delivery centers are located in:

Hamilton, OH
Newville, PA
Fremont, CA
Kent, WA

Signal Hill, CA
Buford, GA
Phoenix, AZ

Dallas, TX
Houston, TX
Plymouth, MN

Carol Stream, IL
Weston, FL (Miami)
Denver, CO

Office Depot uses our own fleet and dedicated third party carriers for most of our outsourced deliveries. Several of these carriers have worked with us for 10 years or more. The primary dedicated third party carriers are:

1. Exel Logistics / DHL
2. Cardinal Logistics
3. Dynamex Inc.
4. Hazen Transport
5. Courier Express
6. First Choice
7. Elite
8. Alpha Logistics
9. Eagle One
10. Capital
11. DPX
12. Mr. Messenger

All dedicated carriers are required to:

- Wear co-branded uniforms
- Use co-branded trucks
- Use Office Depot's MobileCast Tracking on all deliveries. MobileCast Includes;
- Wireless 2-way communication
- Package scanning (to truck and to customer)
- Real-time "proof-of-delivery" tracking (signature and time stamp)
- Real-time GPS tracking and monitoring

Office DEPOT.

- Real-time updated forecast of probable delivery window
- Maintain a 99.5 on-time delivery percentage
- Run routes as scheduled by Office Depot via RoadNet.
- Provide desk-top deliveries as required

Office Depot tracks and monitors all third party dedicated routes on a real-time basis in a centralized dispatch office. We track and monitor routes in order to proactively address any delivery issues.

Office Depot also contracts with several regional carriers for less dense routes where it is more cost effective to load share with other packages. These carriers are not co-branded on their trucks or their uniforms but are still responsible to provide Office Depot's world class service. These providers include:

1. Kruse
2. Priority
3. Dunham
4. Valley Courier

Office Depot uses UPS for small orders on less dense routes. Often, although not always, the UPS tracking number shows on the Office Depot order tracking screen and you can locate your shipment if it is in the UPS system just like you can locate shipments that show in Office Depot's MobileCast System.

- c. Have a demonstrated sales presence.

Yes, Office Depot has been successfully launched two TCPN contracts and has a dedicated seven (7) person TCPN National Sales Team that will also accept the responsibility for launching the TCPN Janitorial Contract when awarded to Office Depot. The dedicated team will be supplemented with Office Depot's existing 23 member janitorial product category team with national support responsibility. Office Depot's Account Management Team structure has been highly successful as proved by our ability to generate \$100s of Millions of sales for some of our cooperative account partners. We will use this same structure with the addition of our Janitorial Product Team for direct product support to bring our proven capability to bear on this contract.

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

Yes, Office Depot meets or exceeds all of the minimum requirements of the cooperative purchasing program detailed in this RFP as shown by each of our responses.

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

Yes. We have detailed our product and services range and already supply these items to a wide range of customers including many who are prospects for this TCPN contract if it is awarded to Office Depot. We fully expect to be able to all normal demands from the TCPN participating agency customers.

2. Defective Product: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the

Office DEPOT

Contractor. All replacement products must be received by the participating entity within seven (7) days of initial notification.

Yes, Office Depot provides a 100% satisfaction guarantee which covers all products, not just defective products. We will pickup and replace all defective or unsatisfactory products at no cost to the customer including all transportation costs. Because of the nature of the products Office Depot does not expect to be requested to pay for unpacking, inspection, re-packing, or other customer internal expenses involved in handling defective items.

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

Yes, Office Depot will advise customer(s) should any product they have purchased be covered by a recall notice. Our sales history will be used to identify customers who have purchased the recalled item and we will contact those customers to advise them of the recall and the manufacturer's recommended steps which may include the replacement of the item.

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

Office Depot provides next business day delivery of most in stock items ordered on our Internet website by 5:00 PM on a business day to more than 90% of business addresses in the USA. We have provided a list of our sales offices as file "BSD Sales Directory" and information on our 13 strategically located delivery centers as file "Distribution Centers- Detail maps" for your review. We have one of the most extensive and effective distribution systems in our industry.

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

Yes, Office Depot agrees to provide the price lists and catalogs in the formats requested within 10 days after contract award to the TCPN staff and, upon request, to each participating agency.

B. Product Requirements:

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

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

We offer systems from some of the leading manufacturers in the market including Diversey with their SmartDose system and The PDS from 3M. These products can be used by customers of various sizes and markets to provide cost savings and environmentally friendly alternatives.

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

Office DEPOT.

Office Depot has a selection of Green products in virtually every product category including many in our Own Brand. This includes items with third party certifications such as chemicals, towels & tissue and can liners. Some of the certifications include Green Seal, EcoLogo, EPA's Designed for the Environment and Scientific Certification Systems.

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

Office Depot has a full line of systems and universal dispensers and refills from the leading paper manufacturers in the industry including Georgia-Pacific, Kimberly-Clark & Cascades. This includes the cost-in-use savings thru systems and high quality universal products. All have green options available.

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

Office Depot has a variety of products from manufacturers including Diversey, 3M, Zep, Rubbermaid Commercial and Harper Brush to help customer maintain and care for their floors. This includes providing products to meet a wide variety of needs by our customers.

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

3M, Diversey, Zep and Reckitt Benckiser are among the manufacturers of carpet care products that Office Depot can provide to help them keep their carpets clean and sanitary.

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

Office Depot has a full line of products available in all categories in restroom care from the top manufacturers including Diversey, 3M, Carroll Company, P&G, GOJO, Kimberly-Clark and Rochester Midland. Office Depot can provide expertise to help our customers select the best option for their specific needs.

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

Office Depot offers liners from Webster as well as our Own Brand, Glad and Hefty that cover all of needs of our customers. In addition we are distributors of Rubbermaid Commercial, Safeco and Harper waste containers.

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

Sanitaire, Rubbermaid Commercial and Dyson are among the brands Office Depot carries to provide these products to our customers and we are continuing to expand this area.

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

Office DEPOT

Office Depot carries a broad array of products to keep kitchen and break room areas clean as well as laundry products. We also have sources to provide specific items required by customers.

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

Office Depot has all of these types of products to provide for our customers from some of the leading manufacturers in this area including Unger, Rubbermaid Commercial, Harper Brush and others.

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

Office Depot has a broad overall product assortment and access to the leading manufacturers in the jan/san market that will allow us to provide our customers with a wide array of products and solutions to help with their janitorial and cleaning programs.

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

Yes, all products offered by Office Depot are new and of current and ongoing production and are as described in our catalog. Catalog descriptions provide our customers with the information needed to make an informed purchasing decision and we provide a 100% satisfaction guarantee should a customer select a product in error or that does not meet their expectations.

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

Office Depot's pricing for this offer is as set forth in Office Depot's response herein. Pricing is more fully detailed in Office Depot's Exceptions List.

C. Service Requirements:

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

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

Yes, Office Depot has a comprehensive and aggressive program to include certified HUB, Diversity, Minority, Women, and Veteran owned suppliers/vendors in our product offering. We currently have a number of products in the janitorial category supplied by certified HUB suppliers and those products are identified by the HUB Icon in the catalog and online.

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

Office DEPOT

Yes, Office Depot's Account Management Team and Product Specialists provide consulting services to assist our customers with inventory solutions, eCommerce and safety services, and emergency preparedness programs.

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

Yes, we provide on-site and online support, training, educational programs/seminars, and technical product knowledge support in English and in Spanish where possible.

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

Yes, our electronic ordering system interfaces with most popular software punch out systems including the Oracle Synergen inventory system.

e. Green/Sustainability Program:

1. Policies: Efforts and policies pertaining to green and sustainability.
2. Products: Impact on product offerings.
3. Distribution: Impact on distribution process.
4. Certifications: The Industry recognized certifications and standards obtained and those represented through its catalog of products.

Office Depot is committed to protecting our environment. Please see our 2010 Corporate Citizenship Report which we have attached. It describes our past performance; presents third party audited results for 2009, and details our efforts to improve our performance in the future. This commitment started in 2003 and has earned our listing by Newsweek as the Greenest Major Retailer in the USA for two consecutive years (November 2011) and our position as the Eighth Greenest Major Corporation in the USA, and the only retailer in the Top Ten (Newsweek November 2011).

Green Book Catalog

Office Depot has an environmental vision to "increasingly buy green, be green and sell green." Our current Green Book catalog – still the industry's premier catalog of environmentally-preferable office products - contains over 4,000 high quality green options for contract customers across the U.S. The current Green Book is "Greener" than any of our previous Green Books because we have only included products that have 30% Post Consumer Recycled or 50% total Recycled or higher content. We also include products that are bio-based, rapidly renewable, or have other environmentally friendly attributes.

Our New Office Depot Green Line of products that adhere to strict environmental standards are also included in this catalog and online.

In our catalogs, hard copy and online, all environmentally friendly products are identified with the distinctive Icon and the product description includes details of the product characteristics that qualify it as environmentally friendly enabling our customers to make informed purchasing decisions. All products with environmental certifications and/or meeting environmental standards also contain the pertinent information in the product description.

Office DEPOT.

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

Yes, where applicable, Office Depot is able to provide repair services of janitorial equipment through authorized manufacturer's facilities or avenues.

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

Yes, Office Depot's strength lies in our flexibility, and we are committed to providing you with a flexible program and procedure for returned or damaged goods. Returns are handled in a fashion that is unique to our industry. Credit pickups are keyed into our system like orders. A pick ticket will be printed in our distribution center and the return will be picked up within 5 business days.

Credit/returns are tracked through our system, and reports are generated daily. Most products (see below for specifics) can be returned for credit within 30 days of the purchase date for any reason, if the product is in sellable condition and in the original manufacturer's container. Credits will appear in the customer's account within 2 to 5 business days.

Policy

Your complete satisfaction is our primary concern. For returns, please contact your Customer Service Representative.

Your Original Receipt is required for all returns or exchanges of technology and furniture. Technology products may be returned or exchanged within 14 days of purchase with Original Receipt, in original packaging and with UPC code intact. If product box is opened, we will offer an exchange only.

Special Order/Custom Items and Manufacturer Direct items cannot be returned or exchanged unless damaged upon receipt. Tech Depot Services are non-refundable once services have been performed. Pre-Paid Cards such as Gift Cards and Phone Cards are non-refundable, and cannot be returned or used to purchase other gift cards. Special terms and conditions are included with each card.

Online Returns

Office Depot has a feature on our web site allowing our customers the ease of processing online return requests. Online return requests may be created by following these steps:

- Click on order tracking towards the top of screen
- Then click on the order number you need to place a return on
- On the order detail page you click on submit return
- Then select the item or items you want to return and hit continue
- Last review the information for the return and hit submit return at which point you will get a confirmation number for the return

Telephone Returns Process

Office DEPOT

Step # 1: Call Our Customer Service Department

Please provide your Customer Service representative with all the pertinent information.

Be sure to include your invoice number and SKU number of the product being returned/credited.

Step # 2: Give A Brief Description Of The Reason For The Return/ Credit

- **Product is damaged/defective**
- **Delivery related**
- **Original order incorrect**
- **Customer request**

h. Sourcing: Capability of sourcing products

1. from non-catalog suppliers and
2. from line card extensions of catalog suppliers

Yes, Office Depot provides sourcing services for products not found in our catalog. This service is quickly available through our Customer Service Team at our toll free telephone or fax numbers.

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

Yes, Office Depot can arrange value add services such as installation of chemical and paper product dispensing units.

Office DEPOT

TCPN

**Request for Proposal (RFP)
for
Janitorial Supplies, Equipment, Maintenance & Repair
Solicitation Number 11-17**

Tab 5

References

Office DEPOT.

References

- 1) City of Roswell,
Cass Harriman
Buyer 1 Purchasing
Roswell, GA
770 394-6449
6yrs/serviced,
Office supplies,CPD, CBS, furniture,and TechDepot,
\$70-80,000
- 2) Clayton County Board of Health,
Joey Brooks
Building Ops Mgr.
Jonesboro, GA
770 656-3225
2yrs/serviced,
Office Supplies, CPD, CBS, furniture, and Tech Depot,
\$104,000,
- 3) Monroe County Board of Education,
Tommie Walker
Dir. Of Maintenance
Forsyth, GA
478 994-2031
2yrs/serviced,
Office Supplies, CPD, CBS. Furniture and Tech Depot,
\$170,000,
- 4) Clayton County Medical Services,
Tish Stevenson
Dir. Of Facilities
Jonesboro GA
770 473-2418
2yrs/serviced,
Office Supplies, CPD, CBS, furniture and Tech Depot,
\$100,000
- 5) City of Riverdale,
Gale Higgs
Assist. Mgr. General Services
Riverdale GA
770 909-5478
2yrs/serviced,
Office Supplies, CPD, CBS, furniture and Tech Depot,
\$30,000

Office DEPOT

6) The National Audubon Society

Mike Honeywell

New York, NY

212-979-3025

The National Audubon Society has been serviced by Office Depot for 3 years in the following categories: General Supplies, Furniture, Technology, Green/recycled

YTD spend: \$30,000

7) SiteStuff

Daniel Cook

Office Product Specialist

512-514-8462

Mike Molnar

Category Manager – Janitorial

512-514-7816

Austin, TX

Been with Office Depot since 2002

Janitorial and Cleaning product program implemented Jan 2011 (close to \$1 million in sales)

8) NC State University

Sharon Loosman

Director of Materials Management

Chapel Hill, NC

Sharon_loosman@ncsu.edu

919-513-4206

6 Years with Office Depot

650k annually primarily in general supplies

9) Poudre School Districts

Skeet McCracken

Buyer

Fort Collins, CO

970-490-3428

5 years with Office Depot

Purchase Supplies/Furniture/CBS

10) Thompson School District

Mandy Zila

Buyer

Loveland, CO

970-613-5146

3 years with Office Depot

Purchase Supplies/Furniture/CBS

Office DEPOT

**TCPN
Request for Proposal (RFP)
for
Janitorial Supplies, Equipment, Maintenance & Repair
Solicitation Number 11-17**

Tab 6

Pricing

Office DEPOT.

**TCPN
Request for Proposal (RFP)
for
Janitorial Supplies, Equipment, Maintenance & Repair
Solicitation Number 11-17**

Tab 7

Value Add

Office DEPOT.

Value Add

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

Office Depot offers the following added value capabilities to enhance the value of this contract to all public sector participating agencies regardless of location:

1. **A proven and highly experienced national marketing team to promote the advantages of the TCPN Program to all current and potential participating agencies nationwide, see detail below;**
2. **Product experts based in every region to support customer requirements;**
3. **Dispenser installation and servicing programs available in many markets;**
4. **Next business day delivery of in stock items ordered by 5:00 PM local time on a business day;**
5. **Large inventory available in Office Depot's delivery centers for immediate delivery;**
6. **Complete support for "Just In Time" purchasing programs;**
7. **Local account manager to assist with any account or product concerns;**
8. **Online live Smart Dashboard enabling participating agencies to review their purchasing trends at any time based on most recent 12 months of purchasing history;**
9. **One solution source for office essentials, copy and print, furniture, and coffee & Break room, and janitorial/cleaning supplies**
10. **Vendor Consolidation;**
 - a. **Leverage aggregate spend**
 - b. **Streamline order to pay process**
 - c. **Optimize contract pricing and rebates**
11. **Internet based account management application that provides self-service access to;**
 - a. **Real-time account summary and detail information**
 - b. **Pay, print and dispute invoices online**
 - c. **Transactions, balance, aging, and credit status**
 - d. **Request invoice reprints or POD's**
12. **P-card management solutions;**
 - a. **Ability to capture and report detailed data to p-card company**
 - b. **"Ghost card" capabilities**
 - c. **Agency contracted pricing provided at checkout in all US retail locations with p-card link program**

TCPN Marketing Team at Office Depot

Office Depot North American Business Solutions Division (BSD)

Office Depot currently employs 1,400+ BSD Field Representatives throughout the United States. The Office Depot Field BSD develops professional business relationships with customers. This team works toward a defined sales quota by selling company products and services to existing customers from an assigned account list. They direct account sales strategy and sell value beyond the core product offering to meet public agency buyer needs. The team schedule face-to-face contact with decision influencers, decision makers, end users, current buyers and new prospects within a public agency. Office Depot has aligned the focus of our BSD Group to not only market and position supplies, including janitorial supplies, equipment, maintenance, and repair solutions. Office Depot's BSD local sales teams each have an assigned product expert to assist with generating leads and positioning and

Office DEPOT.

promoting janitorial product and service sales. This selling motion is the largest differentiator between Office Depot and its competitors. This puts us in a position to target tens of thousands active Office Depot Public Sector accounts. These accounts currently spend hundreds of millions in Public Sector revenue sales. Through this selling motion, Office Depot BSD Field representatives are able provide their customers an introduction to the TCPN program and the items covered by this proposal. The customer will now have access to experts in both office supplies and janitorial supplies. This is a value that is very difficult to replicate, but more importantly one that both our customers and vendor partners have come to appreciate as a true differentiator from the competition.

Office DEPOT

**TCPN
Request for Proposal (RFP)
for
Janitorial Supplies, Equipment, Maintenance & Repair
Solicitation Number 11-17**

Tab 8

Required Documents

Office DEPOT.

EVALUATION CRITERIA

Products/Pricing (40 Points)

1. All products and services available

Office Depot provides all the products and services covered by the contract and they are all readily available on our website and in our catalogs.

2. Pricing for all available products and services

Office Depot prices are clearly visible for all products and services to all authorized buyers.

3. Pricing for warranty on all products and services

Office Depot's standard warranties and manufacturer warranties are included in the product price.

4. Ability of Customers verify they received contract pricing

Office Depot provides the tools customers need to verify they have received the correct contract pricing making auditing quick and efficient. When the customer uses automated billing and payment methods practically all human error is removed from the transactions.

5. Payment methods

Office Depot accepts all popular payment methods including fully automated payments.

Performance Capability (30 Points)

1. Ability to deliver products and services nationally, delivery dates, response to emergency orders, fill rate, and shipping charges

Office Depot serves all the States in the USA, more than 90% of the business addresses with next business day delivery, providing "just in time" delivery which eliminates most emergency order requirements, providing TCPN contract pricing at our more than 1,100 USA Retail Stores to authorized buyers, with most orders FOB destination, and a fill rate nationwide of better than 98.5% we have demonstrated our ability to meet customer requirements reliably.

2. Return and restocking policy and applicable fees

With a 100% satisfaction guarantee, a no charge return and restocking policy with very few restrictions, online returns capability, and next scheduled delivery of replacement items Office Depot offers the best return policy in our business.

3. History of meeting the shipping and delivery timelines

Office Depot had a nationwide 99.5% on time delivery record in 2010 and has maintained that metric in 2011 to date.

Office DEPOT.

4. Ability to meet service and warranty needs of members

Office Depot provides all of our customers with a 100% satisfaction guarantee. In addition, all products we sell carry a full manufacturer's warranty. We assist all customers when needed in obtaining warranty service within the manufacturer policy.

5. Customer service/problem resolution

Our customer service team is consistently ranked at the top of customer service in our industry and, in fact, at the top of the retail industry as a whole. We believe the major factor in our success is our customer satisfaction level and we work every day to earn their satisfaction.

6. Invoicing process

Office Depot provides a full range of invoicing options to meet any customer's requirements. We are fully automated for those customers that wish that capability and we can accommodate customers who wish more manual invoicing options.

7. Contract implementation/Customer transition

Our dedicated sales and implementation organizations give us a unique advantage against our competitors. We provide more hands on, on-site support and services to help customers achieve compliance to their standards for all location(s). Our dedicated implementation and IT integration team is a key competitive advantage for Office Depot. These Office Depot resources will provide each customer with a smooth and seamless transition that will exceed their expectations while reducing transaction costs and increasing ordering efficiencies. TCPN customers will appreciate the benefits of working with Office Depot.

8. Financial condition of vendor

Office Depot is well funded with more than sufficient cash to make any investments needed to make the TCPN Janitorial program successful. Our annual reports are online live at <http://www.officedepot.com> under company information.

9. Website ease of use, availability, and capabilities related to ordering, returns and reporting

Office Depot's website is rated one of the top 5 in the world in terms of sales volume, ease of use, availability, reliability, secure ordering, quick returns, and reporting. We are the only company in our industry providing online, live, 24/7/365 self generated business reviews for our customers including savings recommendations.

Qualification and Experience (20 Points)

1. Vendor reputation in the marketplace

Office Depot has received "BEST IN CLASS" awards for our customer service, we provide the latest order cutoff times in the industry for next business day delivery, and our metrics are equal to or better than the industry benchmarks in every category. We value our reputation and earn it every day.

Office DEPOT.

2. Reputation of products and services in the marketplace

Office Depot offers a wide selection of recognized and respected National Brand products plus our Private Brands which meet or exceed National Brand performance while helping to save your customers' budgets. Our Private Brand products are not a "cheaper" alternative, they are equal to or better than National brand products and more competitive prices.

3. Past relationship with TCPN and/or TCPN members

Office Depot has an existing relationship with TCPN holding both an office supplies contract and a technology contract (under Tech Depot, Office Depot's technology subsidiary). We believe that TCPN has found these contracts successful and useful in serving its customers while growing TCPN's footprint in the cooperative purchasing program market.

4. Experience and qualification of key employees

Each Office Depot key associate assigned to the TCPN program has extensive experience in the cooperative purchasing field and in TCPN and your preferred methods of operating. We believe our team is the most experienced and capable in the market and we know they are the hardest and most efficient working team in the field.

5. Location and number of sales persons who will work on this contract

Office Depot's more than 1,400 sales persons in the USA covering all States provides the ability to implement the most comprehensive sales and marketing programs supporting this cooperative agreement. We have included a list of all our sales offices.

6. Past experience working with the government sector

Office Depot has been working with the government business sector since our founding in 1986 and we currently hold contracts serving all levels of the Federal Government, State Governments, Local Governments and many government agencies in the USA. We have provided a range of government customers as references and will be pleased to provide more if requested.

7. Exhibited understanding of cooperative purchasing

Office Depot has been helping our cooperative purchasing partners since 1996 and has developed a firm understanding of the cooperative purchasing environment and the many nuances of satisfying your members' unique purchasing needs. We believe you will find elements of our understanding throughout this proposal.

8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in Office Depot's public filings set forth on the SEC's public website. There are no matters that Office Depot are presently involved in which would adversely affect Office Depot's ability to perform under this contract if selected as a vendor.

Additionally, in the ordinary course of business, Office Depot's sales to and transactions with government customers may be subject to audits and review by governmental authorities and

Office DEPOT.

regulatory agencies. Many of these audits and reviews are resolved without incident; however, Office Depot has had several claims and inquiries by certain governmental agencies into contract pricing, and additional inquiries or investigations may follow. We do not believe that these matters, either individually or in the aggregate, will adversely affect Office Depot's ability to perform under this contract if selected as a vendor.

9. Minimum of 10 customer references relating to the products and services within this RFP

We have included 10 references under Tab 5 as requested covering a cross section of customers for you to contact.

Value Add (10 Points)

1. Marketing plan and capability

We have detailed our marketing plan and its capability in several places in this proposal. We have also shown TCPN over the years under other contracts that Office Depot's marketing plans are effective in reaching our mutual goals and that we are capable of adjusting them when necessary to keep us on track. Our detailed marketing program is presented in Tab 3 question 12.

2. Sales force training

Office Depot sales representatives and account managers receive in excess of 40 hours of formal training each year and additional hours of less formal training including "ride alongs" all designed to keep them up to date with all current programs available in their territory.

Exceptions List

Re: Per the Instructions to Bidders, third bullet point, the following items are submitted by Office Depot as part of its response.

As to Introduction, Purchasing Procedures

1. Add the following as a final bullet: "It is the responsibility of the participating agency to reference the TCPN contract number on such orders. Awarded vendor will not be liable or responsible for mandating member business practices."

As to Scope

1. First paragraph, delete the seventh sentence. Additionally, delete the ninth sentence - Office Depot is committed to providing extraordinary value by offering the enclosed competitive pricing.

As to Contract

1. Section 2 Assignment of Contract, first paragraph, first sentence, delete "TCPN" and replace with "either party". Delete the second paragraph in its entirety.

2. Section 5 Funding Out Clause, add the following to this section:

"In the event that the resulting contract is terminated by reason of non-appropriation of funds as contemplated in this section, participating agencies shall pay for all materials received and services rendered through the effective date of termination."

3. Section 12 Pricing, delete the first paragraph and replace with

"Awarded vendor agrees to provide competitive pricing to TCPN and its participating entities as set forth herein, and in awarded vendor's response to the RFP, throughout the duration of the contract. Subject to the remaining provisions of this section, awarded vendor will offer fixed pricing for the assortment of items provided under this RFP. "Core List" items will be designated with the "Best Value" icon on awarded vendor's Business Solutions Division website located at <https://business.officedepot.com> ("BSD Website"). All items that are not Core List items and are contained in the product assortment offered by awarded vendor under this RFP and resulting contract are referred to herein as "Non-Core Items."

Pricing Updates: Pricing for Core List items and Non-Core Items may be adjusted as follows:

- i. Core List items and Non-Core Item prices will be updated on a semi-annual basis on April 1 and October 1 of each year during the term of the contract, except for liner, tissue and towel products. Awarded vendor shall give TCPN at least thirty (30) days written notice of such price increases before any price increases take effect.
- ii. Liner, tissue and towel pricing will be updated on a quarterly basis on January 1, April 1, July 1 and October 1 of each year during the term of the contract. Awarded vendor shall give TCPN at least thirty (30) days written notice before any liner, tissue or towel price increase takes effect. Upon request awarded vendor shall provide TCPN with manufacturer documentation to verify any liner, tissue or towel price increase.
- iii. Notwithstanding any other provision herein, TCPN and Office Depot may add or remove Core List items or Non-Core Items from time to time by mutual written agreement of the parties (including e-mail).

Pricing for Items Not In Offered Product Assortment. If offered by awarded vendor hereunder, any products that are not Core List items or Non-Core will be priced at a market competitive price at the time of purchase.

Pricing Adjustments. Notwithstanding any other provision of the contract, prices are subject to adjustment at any time during the term in the event of significant demonstrable increases in costs to awarded vendor resulting from changes in market conditions, stock availability, energy/utility costs and unanticipated supply chain costs upon mutual written agreement. Awarded vendor shall provide TCPN with all reasonably requested documentation as necessary to substantiate any price increases.

Discontinued Products. Products may be discontinued at any time, without notice to TCPN or participating entities."

Second paragraph, line 3 delete "for acceptance."

Third paragraph, add the following to this paragraph:

"Notwithstanding the foregoing, the pricing set forth in this contract includes dock and/or mailroom delivery. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, special orders and/or rush deliveries, and Hawaii, Alaska and Puerto Rico orders. The additional freight charges for orders shipped to Hawaii, Alaska, and/or Puerto Rico shall be set uniformly by each market's retail delivery partner and remain consistent for each year during the term of the contract. Participating Agencies will adopt a minimum order value ("MOV") of \$50.00. Awarded vendor reserves the right to waive the MOV for Participating Agencies that have efficient delivery requirements."

4. Section 13 Administrative Fees, for clarification purposes, Office Depot will pay administrative fees based upon net sales, to be defined as all invoiced contract sales, net any returns.

Add the following to this section: "In the event that a participating agency is also purchasing off of the Office Depot TCPN Contract No. R5023 for Office Supplies, Related Products and Office Services ("TCPN Supply Contract"), such agency's purchases hereunder shall be included in the calculation of administrative fees under the TCPN Supply Contract and awarded vendor shall not pay any additional administrative fees under this contract. For those participating agencies that are not also purchasing off of the TCPN Supply Contract, awarded vendor shall pay the administrative fees as set forth below. Additionally, in the event that the TCPN Supply Contract expires or is otherwise terminated, awarded vendor shall pay administrative fees as set forth below for all annual sales under through this contract.

Additionally, in the event that a participating agency is also purchasing off of the TCPN Supply Agreement, if such participating agency is eligible for the "Agency Annual Volume Rebate" (as defined in the TCPN Supply Agreement), such agency's purchases hereunder shall be included in the calculation of the rebate."

5. Section 15 Indemnity, delete the section and replace with the following

Each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party and all of its officers, directors, employees, agents, successors and assigns (the "Indemnified Party") from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages (including taxes), and all related costs and expenses, including, without limitation, reasonable attorneys' fees (collectively "Losses") due to, arising from or relating to: (a) the Indemnifying Party's breach of one of its representations, obligations, warranties or covenants set forth in this Agreement; (b) any actual or alleged infringement, violation or misappropriation of the intellectual property rights of any third party; (c) the negligent, willful or reckless act or omission of the Indemnifying Party; or (d) death, personal injury, bodily injury or property damage caused by the Indemnifying Party. The Indemnifying Party's obligation to indemnify hereunder is predicated upon the Indemnified Party: (i) giving prompt written notice of any Loss, (ii) giving the Indemnifying Party the opportunity to assume sole control over the defense and settlement, if applicable, of the Loss, and (iii) providing, at the Indemnifying Party's sole expense, all reasonably requested and relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party agrees not to settle any Loss without the Indemnified Party's written consent, which shall not be unreasonably withheld.

Except for any claim for indemnification, in no event shall either party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with the contract, whether in an action based on contract, tort

(including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

6. Section 19 Certificates of Insurance, line 3 delete "give" and replace with "endeavor to" and delete "ten (10)" and replace with "thirty (30)".
7. Section 22 Prevailing Wage, is not applicable to Office Depot and is deleted.
8. Add a new section 23 as follows:

"Tier 1 Opportunities. Awarded vendor has developed a diversity purchasing initiative (the "Tier 1 Program") that can be utilized by end customers to purchase products and services from small businesses, minority- or women-owned suppliers and service disabled veteran suppliers. In the event a participating entity wishes to purchase under the contract but also elects to utilize one of awarded vendor's Tier 1 partner in connection with such purchases, TCPN shall permit the participating entity to participate in the Tier 1 Program, provided such participation is in accordance with the terms of the contract. The parties agree that any fees required to participate in the Tier 1 Program shall be negotiated among the participating entity, the Tier 1 partner and awarded vendor."

9. Add a new section 24 as follows:

"Special Order Bids. For purposes of the contract, "Special Order Bids" are defined as warehouse, truckload, non-recurring new opportunities (i.e. systems furniture) or other similar type of formal RFPs, RFQs or bids. Awarded vendor may respond to participating entities who issue their own Special Order Bids, under their own terms and conditions, including bids for quantity discounts on products to be delivered to a centralized warehouse location, in accordance with the following terms:

- i. Awarded vendor will review each opportunity with TCPN prior to moving forward with a response.
- ii. Pricing will be negotiated on a case-by-case basis.
- iii. If awarded vendor is awarded a bid, a separate account with awarded vendor shall be set up for the relevant participating entity for those purchases made for the centralized warehouse facility bid. Such separate account shall not be linked to the participating entity's TCPN account and, therefore, not subject to any Agency Annual Volume Rebate.
- iv. If pursuant to a bid, a participating entity makes purchases of items from awarded vendor, then such purchases shall not be included in the quarterly calculation of any Administrative Fee due to TCPN.
- v. Pricing which is offered or given by awarded vendor as a result of such bids will have no bearing on the pricing otherwise offered under the contract.
- vi. Pricing will be offered strictly to the centralized warehouse locations of the respective participating entity."

10. Add a new section 25 as follows:

"Regional Promotions. Awarded vendor shall have the right to offer special pricing on certain items on a national or regional basis; provided, however, awarded vendor will provide TCPN with thirty (30) day prior written notice of the items, pricing, relevant geographical region, and the time period in which the items and pricing will be available. Items will be added/updated according to the TCPN price update schedule set forth in the contract. These items may be available in limited quantities and will be available to all participating entities in the geographic region(s) identified. Purchases of items under any Regional Promotion will be counted toward the spend used to calculate any Agency Annual Volume Rebate and the Administrative Fees due TCPN under the contract. The terms and conditions related to Regional Promotions shall be at the sole discretion of awarded vendor."

11. Add a new section 26 as follows:

"Product Selection. In an effort to continuously improve its overall product selection, awarded vendor reserves the right to add products, services, and/or categories to the contract that are related to the scope of the RFP and awarded vendor's offered assortment, and/or which are related to the business that awarded vendor provides to its customers from time to time. In such event, awarded vendor will provide at least thirty (30) days prior notice to TCPN."

As to Product/Services (Tab 4)

1. Section A(2) delete the third sentence and replace with the following: "Contractor will endeavor to provide replacement products to the participating entity within seven (7) days of initial notification received by Contractor. Provision of replacement products is also dependent upon manufacturer availability of such products."
2. Section B(3) delete third sentence and replace with the following: "Pricing shall be as set forth in the contract."
3. Section C(1)(c), for clarification purposes, Office Depot will endeavor to provide support in Spanish.

As to Pricing (Tab 6)

1. Delete "Not to Exceed Pricing" section in its entirety.

Office Depot's response to the RFP shall be made a part of and included in the terms and conditions of the contract.

Exceptions List

Re: Per the Instructions to Bidders, third bullet point, the following items are submitted by Office Depot as part of its response.

As to Introduction, Purchasing Procedures

1. Add the following as a final bullet: "It is the responsibility of the participating agency to reference the TCPN contract number on such orders. Awarded vendor will not be liable or responsible for mandating member business practices."

As to Scope

1. First paragraph, delete the seventh sentence. Additionally, delete the ninth sentence - Office Depot is committed to providing extraordinary value by offering the enclosed competitive pricing.

As to Contract

1. Section 2 Assignment of Contract, first paragraph, first sentence, delete "TCPN" and replace with "either party". Delete the second paragraph in its entirety.

2. Section 5 Funding Out Clause, add the following to this section:

"In the event that the resulting contract is terminated by reason of non-appropriation of funds as contemplated in this section, participating agencies shall pay for all materials received and services rendered through the effective date of termination."

3. Section 12 Pricing, delete the first paragraph and replace with

"Awarded vendor agrees to provide competitive pricing to TCPN and its participating entities as set forth herein, and in awarded vendor's response to the RFP, throughout the duration of the contract. Subject to the remaining provisions of this section, awarded vendor will offer fixed pricing for the assortment of items provided under this RFP. "Core List" items will be designated with the "Best Value" icon on awarded vendor's Business Solutions Division website located at <https://business.officedepot.com> ("BSD Website"). All items that are not Core List items and are contained in the product assortment offered by awarded vendor under this RFP and resulting contract are referred to herein as "Non-Core Items."

Pricing Updates: Pricing for Core List items and Non-Core Items may be adjusted as follows:

- i. Core List items and Non-Core Item prices will be updated on a semi-annual basis on April 1 and October 1 of each year during the term of the contract, except for liner, tissue and towel products. Awarded vendor shall give TCPN at least thirty (30) days written notice of such price increases before any price increases take effect.
- ii. Liner, tissue and towel pricing will be updated on a quarterly basis on January 1, April 1, July 1 and October 1 of each year during the term of the contract. Awarded vendor shall give TCPN at least thirty (30) days written notice before any liner, tissue or towel price increase takes effect. Upon request awarded vendor shall provide TCPN with manufacturer documentation to verify any liner, tissue or towel price increase.
- iii. Notwithstanding any other provision herein, TCPN and Office Depot may add or remove Core List items or Non-Core Items from time to time by mutual written agreement of the parties (including e-mail).

Pricing for Items Not In Offered Product Assortment. If offered by awarded vendor hereunder, any products that are not Core List items or Non-Core will be priced at a market competitive price at the time of purchase.

Pricing Adjustments. Notwithstanding any other provision of the contract, prices are subject to adjustment at any time during the term in the event of significant demonstrable increases in costs to awarded vendor resulting from changes in market conditions, stock availability, energy/utility costs and unanticipated supply chain costs upon mutual written agreement. Awarded vendor shall provide TCPN with all reasonably requested documentation as necessary to substantiate any price increases.

Discontinued Products. Products may be discontinued at any time, without notice to TCPN or participating entities."

Second paragraph, line 3 delete "for acceptance."

Third paragraph, add the following to this paragraph:

"Notwithstanding the foregoing, the pricing set forth in this contract includes dock and/or mailroom delivery. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, special orders and/or rush deliveries, and Hawaii, Alaska and Puerto Rico orders. The additional freight charges for orders shipped to Hawaii, Alaska, and/or Puerto Rico shall be set uniformly by each market's retail delivery partner and remain consistent for each year during the term of the contract. Participating Agencies will adopt a minimum order value ("MOV") of \$50.00. Awarded vendor reserves the right to waive the MOV for Participating Agencies that have efficient delivery requirements."

4. Section 13 Administrative Fees, for clarification purposes, Office Depot will pay administrative fees based upon net sales, to be defined as all invoiced contract sales, net any returns.

Add the following to this section: "In the event that a participating agency is also purchasing off of the Office Depot TCPN Contract No. R5023 for Office Supplies, Related Products and Office Services ("TCPN Supply Contract"), such agency's purchases hereunder shall be included in the calculation of administrative fees under the TCPN Supply Contract and awarded vendor shall not pay any additional administrative fees under this contract. For those participating agencies that are not also purchasing off of the TCPN Supply Contract, awarded vendor shall pay the administrative fees as set forth below. Additionally, in the event that the TCPN Supply Contract expires or is otherwise terminated, awarded vendor shall pay administrative fees as set forth below for all annual sales under through this contract.

Additionally, in the event that a participating agency is also purchasing off of the TCPN Supply Agreement, if such participating agency is eligible for the "Agency Annual Volume Rebate" (as defined in the TCPN Supply Agreement), such agency's purchases hereunder shall be included in the calculation of the rebate."

5. Section 15 Indemnity, delete the section and replace with the following

Each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party and all of its officers, directors, employees, agents, successors and assigns (the "Indemnified Party") from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages (including taxes), and all related costs and expenses, including, without limitation, reasonable attorneys' fees (collectively "Losses") due to, arising from or relating to: (a) the Indemnifying Party's breach of one of its representations, obligations, warranties or covenants set forth in this Agreement; (b) any actual or alleged infringement, violation or misappropriation of the intellectual property rights of any third party; (c) the negligent, willful or reckless act or omission of the Indemnifying Party; or (d) death, personal injury, bodily injury or property damage caused by the Indemnifying Party. The Indemnifying Party's obligation to indemnify hereunder is predicated upon the Indemnified Party: (i) giving prompt written notice of any Loss, (ii) giving the Indemnifying Party the opportunity to assume sole control over the defense and settlement, if applicable, of the Loss, and (iii) providing, at the Indemnifying Party's sole expense, all reasonably requested and relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party agrees not to settle any Loss without the Indemnified Party's written consent, which shall not be unreasonably withheld.

Except for any claim for indemnification, in no event shall either party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with the contract, whether in an action based on contract, tort

(including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

6. Section 19 Certificates of Insurance, line 3 delete "give" and replace with "endeavor to" and delete "ten (10)" and replace with "thirty (30)".

7. Section 22 Prevailing Wage, is not applicable to Office Depot and is deleted.

8. Add a new section 23 as follows:

"Tier 1 Opportunities. Awarded vendor has developed a diversity purchasing initiative (the "Tier 1 Program") that can be utilized by end customers to purchase products and services from small businesses, minority- or women-owned suppliers and service disabled veteran suppliers. In the event a participating entity wishes to purchase under the contract but also elects to utilize one of awarded vendor's Tier 1 partner in connection with such purchases, TCPN shall permit the participating entity to participate in the Tier 1 Program, provided such participation is in accordance with the terms of the contract. The parties agree that any fees required to participate in the Tier 1 Program shall be negotiated among the participating entity, the Tier 1 partner and awarded vendor."

9. Add a new section 24 as follows:

"Special Order Bids. For purposes of the contract, "Special Order Bids" are defined as warehouse, truckload, non-recurring new opportunities (i.e. systems furniture) or other similar type of formal RFPs, RFQs or bids. Awarded vendor may respond to participating entities who issue their own Special Order Bids, under their own terms and conditions, including bids for quantity discounts on products to be delivered to a centralized warehouse location, in accordance with the following terms:

- i. Awarded vendor will review each opportunity with TCPN prior to moving forward with a response.
- ii. Pricing will be negotiated on a case-by-case basis.
- iii. If awarded vendor is awarded a bid, a separate account with awarded vendor shall be set up for the relevant participating entity for those purchases made for the centralized warehouse facility bid. Such separate account shall not be linked to the participating entity's TCPN account and, therefore, not subject to any Agency Annual Volume Rebate.
- iv. If pursuant to a bid, a participating entity makes purchases of items from awarded vendor, then such purchases shall not be included in the quarterly calculation of any Administrative Fee due to TCPN.
- v. Pricing which is offered or given by awarded vendor as a result of such bids will have no bearing on the pricing otherwise offered under the contract.
- vi. Pricing will be offered strictly to the centralized warehouse locations of the respective participating entity."

10. Add a new section 25 as follows:

"Regional Promotions. Awarded vendor shall have the right to offer special pricing on certain items on a national or regional basis; provided, however, awarded vendor will provide TCPN with thirty (30) day prior written notice of the items, pricing, relevant geographical region, and the time period in which the items and pricing will be available. Items will be added/updated according to the TCPN price update schedule set forth in the contract. These items may be available in limited quantities and will be available to all participating entities in the geographic region(s) identified. Purchases of items under any Regional Promotion will be counted toward the spend used to calculate any Agency Annual Volume Rebate and the Administrative Fees due TCPN under the contract. The terms and conditions related to Regional Promotions shall be at the sole discretion of awarded vendor."

11. Add a new section 26 as follows:

"Product Selection. In an effort to continuously improve its overall product selection, awarded vendor reserves the right to add products, services, and/or categories to the contract that are related to the scope of the RFP and awarded vendor's offered assortment, and/or which are related to the business that awarded vendor provides to its customers from time to time. In such event, awarded vendor will provide at least thirty (30) days prior notice to TCPN."

As to Product/Services (Tab 4)

1. Section A(2) delete the third sentence and replace with the following: "Contractor will endeavor to provide replacement products to the participating entity within seven (7) days of initial notification received by Contractor. Provision of replacement products is also dependent upon manufacturer availability of such products."
2. Section B(3) delete third sentence and replace with the following: "Pricing shall be as set forth in the contract."
3. Section C(1)(c), for clarification purposes, Office Depot will endeavor to provide support in Spanish.

As to Pricing (Tab 6)

1. Delete "Not to Exceed Pricing" section in its entirety.

Office Depot's response to the RFP shall be made a part of and included in the terms and conditions of the contract.



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

Publication Date: October 20, 2011

NOTICE TO RESPONDENT

Addendum # 2

Extends Due Date to Thursday, December 15, 2011 @ 10:00 AM CST

~~Extends Due Date to Thursday, December 8, 2011 @ 10:00 AM CST~~
SUBMITTAL DEADLINE: Tuesday, November 22, 2011, 10:00 AM CST

Questions regarding this solicitation must be submitted to questions@tcpn.org no later than ~~November 15, 2011~~ **December 1, 2011 ~~December 8, 2011~~. All questions and answers will be posted to <http://www.tcpn.org/default.aspx?name=QA> 11-17.**

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

Solicitation Number 11-17

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

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

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

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

For questions regarding this solicitation please contact Deborah Bushnell @ 713-554-0460

**Jason Wickel
Director TCPN**

TABLE OF CONTENTS

- A. Introduction
- B. Scope
- C. Instructions to Respondents
- D. Process
- E. Evaluation Criteria
- F. General Terms & Conditions/Vendor Contract Form
- H. Vendor Questionnaire
- I. Company Profile
- J. Product/Services
 - Special Terms & Conditions
 - Specifications
- K. References
- L. Pricing
- M. Miscellaneous
- N. Required Documents
 - Clean Air and Water Act / Debarment Notice
 - Lobbying Certification
 - Contractor Requirements
 - 1. Contractor's Employment Eligibility
 - 2. Fingerprint & Background Checks
 - 3. Business Operations in Sudan, Iran
 - Antitrust Certification Statement

INTRODUCTION

The Cooperative Purchasing Network (TCPN)

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

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

Purpose of TCPN

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

Customer Service

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

Purchasing Procedures

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

SCOPE

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

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

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

INSTRUCTIONS TO RESPONDENTS

Submission of Response

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

Proposal Format

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

Binder Tabs

- Tab 1 - Vendor Contract and Signature Form
- Tab 2 - Questionnaire
- Tab 3 - Company Profile
- Tab 4 - Product / Services
- Tab 5 - References
- Tab 6 - Pricing
- Tab 7 - Value Add
- Tab 8 – Required Documents

Shipping Label

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

From _____

Company _____

Address _____

City, State, Zip _____

Solicitation Name and Number _____

Due Date and Time _____

PROCESS

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

Competitive Range

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

Deviations and Exceptions

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

Estimated Quantities

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

Evaluation

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

Formation of Contract

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

Clarifications/Discussions

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

Multiple Awards

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

Non-Exclusive

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

Past Performance

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

Open Records Policy

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

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

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

Specifications

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

EVALUATION CRITERIA

Products/Pricing (40 Points)

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

Performance Capability (30 Points)

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

Qualification and Experience (20 Points)

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

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training

TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM

VENDOR CONTRACT

Between _____ and

THE COOPERATIVE PURCHASING NETWORK (TCPN)

For

Janitorial Supplies, Equipment, Maintenance & Repair

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

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

GENERAL TERMS AND CONDITIONS

1. Customer Support

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

2. Assignment of Contract

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

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

3. Disclosures

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

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

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

4. Renewal of Contract

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

5. Funding Out Clause.

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

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

6. Ordering Procedures

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

7. Shipments (if applicable)

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

8. Invoices

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

9. Tax Exempt Status

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

10. Reporting

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

Vendor Name
TCPN Report
Month or Quarter

Entity Name	Zip Code	State	PO or Job#	Sale Amount

Total

11. Payments

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

12. Pricing

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

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

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

13. Administrative Fees

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

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

14. Warranty conditions

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

15. Indemnity

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

16. Franchise Tax

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

17. Marketing

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

18. Supplemental Agreements

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

19. Certificates of Insurance

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

19. Legal Obligations

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

20. Protest

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

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

21. Force Majeure

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

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

22. Prevailing Wage

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

22. Miscellaneous

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

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

SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Acknowledge ADDENDUM NUMBERS _____

Accepted by The Cooperative Purchasing Network:

Term of contract _____ to _____

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

Director of TCPN

Date

Print Name

Authorized Signature

Date

Print Name

TCPN Contract Number _____

TAB 2 – QUESTIONNAIRE

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

1. States Covered

Bidder must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

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

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

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

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

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

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

a. Minority/Women Business Enterprise

Respondent certifies that this firm is an M/WBE

☐ Yes ☐ No

b. Historically Underutilized Businesses

Respondent certifies that this firm is a HUB

☐ Yes ☐ No

3. Residency

Responding Company's principal place of business is in the city of _____ State of ____.

4. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.
 - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

5. Processing Information

Company contact for:

Contract Management

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

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

- ☐ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other _____

7. Pricing Information

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

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

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

(Fee calculated based on invoice price to customer)

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

8. Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

TAB 3 – COMPANY PROFILE

Information About Your Company

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Company's organizational chart of those individuals that would be involved in the contract.
5. Corporate office location.
 - a. List the number of sales and service offices for states being bid in solicitation.
 - b. List the names of key contacts at each with title, address, phone and e-mail address.
6. Define your standard terms of payment.
7. Who is your competition in the marketplace?
8. What is your market share?
9. Are you gaining market share, losing market share, or maintaining market share?
10. What is your strategy to increase market share?
11. What differentiates your company from competitors?
12. Describe how your company will market this contract if awarded.
13. Describe how you intend on introducing TCPN to your company.
14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Green Initiatives

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

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

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

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

Vendor Certifications (if applicable)

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

TAB 4 – PRODUCT / SERVICES

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

A. General Requirements

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

- a. Have a strong national presence in the janitorial and sanitation supply industry.
- b. Have a distribution model capable of delivering products nationwide.
- c. Have a demonstrated sales presence.
- d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
- e. Be able to provide a full range of products, supplies and services to meet the demands of participating TCPN members and all agencies that opt to participate in the cooperative purchasing program with TCPN.

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

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

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

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

B. Product Requirements:

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

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

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

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

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

- c. **Industrial Paper and Dispensers-** Includes sanitary paper towels, toilet tissue, wipers, and proprietary and universal product dispensers.
- d. **Hard Floor Care-** Products and supplies to care for flooring including wood, stone, concrete, and resilient flooring. Products include cleaners, strippers, finishes, sealers, restorers, sweeps, absorbents, mats, pads, doodlebugs, bonnets, brooms, brushes, handles, buckets, wringers, dust pans, mops, and squeegees.
- e. **Carpet Care-** Products and supplies such as pre-sprays, shampoo, spotters, cleaners, post treatments for carpet and upholstery.
- f. **Restroom Care-** Products and supplies including cleaners, brushes, deodorants, proprietary and universal dispensers, sanitizers, disinfectants, skin care and feminine products.

- g. **Waste Receptacles and Liners-** Products and supplies for the collection and disposal of waste.
- h. **Machines and Accessories-** Janitorial equipment such as auto scrubbers, floor machines, burnishes, extractors, vacuums, dryers, sweepers, steam cleaners, and associated supplies and accessories.
- i. **Laundry and Kitchen-** Products and supplies specific to laundry and kitchen care.
- j. **Industrial Tools & Supplies-** Tools, supplies and accessories to support cleaning activities including janitor carts, dusters, window cleaners, brushes, spray bottles, squeegees and gloves.
- k. **Other Categories-** Products, supplies, and equipment not offered in a category listed above.

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

- 2. **Current Products:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 3. **Pricing-** Offerors are to provide a discount from a verifiable price index and provide a reduced net pricing schedule. Contractor must fully describe and disclose details of proposed pricing method including audit verification method. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement (s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors' discounts to the prices listed on their manufacturer's price lists, retail price sheets, and catalogs.

C. Service Requirements:

- 1. **Services:** TCPN is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to the following.
 - a. **Small Business Program:** The ability to incorporate small business enterprise into your distribution, sales, services, and product offerings. The program should focus on increasing opportunities for small local businesses under this contract. At a minimum, it should establish how business will be directed to small local businesses, establish any unique product or service offerings and develop small businesses as second-tier suppliers.
 - b. **Consulting Services-** Examples include inventory solutions, emergency preparedness programs, eCommerce and safety services.
 - c. **Training & Education-** The ability to provide on-site and/or online training and educational programs/seminars as well as providing technical product knowledge and support in English and in Spanish.

- d. **Software Punch Out:** The capability of your electronic ordering system to interface with an agency's inventory software system such as Oracle Synergen inventory system.
- e. **Green/Sustainability Program:**
 - 1. **Policies:** Efforts and policies pertaining to green and sustainability.
 - 2. **Products:** Impact on product offerings.
 - 3. **Distribution:** Impact on distribution process.
 - 4. **Certifications:** The Industry recognized certifications and standards obtained and those represented through its catalog of products.
- f. **Repair Services:** The ability to provide repair services of janitorial equipment through authorized manufacturer's facilities or other avenues.
- g. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
- h. **Sourcing:** Capability of sourcing products
 - 1. from non-catalog suppliers and
 - 2. from line card extensions of catalog suppliers
- i. **Other Services/Programs:** Other value-add services not included in above categories such as installation of chemical and paper product dispensing units.

Non Warranty Service Rates

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

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

One time travel charge per repaired machine?

_____ Yes _____ No

Do Half Hour Rates Apply?

_____ Yes _____ No

Is there an equipment drop off location?

_____ Yes _____ No

Address of Drop off Location _____

Do you have a fuel charge?

_____ Yes _____ No

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

Our warranty for same repair/service for individual machine is

_____ Days

List Authorized Warranty Repairs conducted for Manufacturers.

TAB 5 – REFERENCES

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

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

TAB 6 – PRICING

Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular bidder and the pricing per item.
- Electronic price lists must contain the following:
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to TCPN (including freight)
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in electronic form only.***

Not to Exceed Pricing

- TCPN requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

TAB 7 – VALUE ADD

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

TAB 8 - REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act / Debarment Notice
- DOC #2 Lobbying Certification
- DOC #2 Contractors Requirements
- DOC #3 Antitrust Certification Statement

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

Date

CONTRACTOR REQUIREMENTS**Contractor Certification****Contractor's Employment Eligibility**

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Signature of Respondent

Date

DOC #4

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor _____

Address _____

Phone _____

Fax _____

Bidder _____
Signature

Printed Name

Position with Company

Authorizing Official

Signature

Printed Name

Position with Company



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

Publication Date: October 20, 2011

NOTICE TO RESPONDENT

Addendum # 1

Extends Due Date to Thursday, December 8, 2011 @ 10:00 AM CST
SUBMITTAL DEADLINE: Tuesday, November 22, 2011, 10:00 AM CST

Questions regarding this solicitation must be submitted to questions@tcpn.org no later than ~~November 15, 2011~~ December 1, 2011. All questions and answers will be posted to http://www.tcpn.org/default.aspx?name=QA_11-17.

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

Solicitation Number 11-17

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

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

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

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

For questions regarding this solicitation please contact Deborah Bushnell @ 713-554-0460

**Jason Wickel
Director TCPN**

TABLE OF CONTENTS

- A. Introduction
- B. Scope
- C. Instructions to Respondents
- D. Process
- E. Evaluation Criteria
- F. General Terms & Conditions/Vendor Contract Form
- H. Vendor Questionnaire
- I. Company Profile
- J. Product/Services
 - Special Terms & Conditions
 - Specifications
- K. References
- L. Pricing
- M. Miscellaneous
- N. Required Documents
 - Clean Air and Water Act / Debarment Notice
 - Lobbying Certification
 - Contractor Requirements
 - 1. Contractor's Employment Eligibility
 - 2. Fingerprint & Background Checks
 - 3. Business Operations in Sudan, Iran
 - Antitrust Certification Statement

INTRODUCTION

The Cooperative Purchasing Network (TCPN)

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

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

Purpose of TCPN

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

Customer Service

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

Purchasing Procedures

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

SCOPE

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

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

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

INSTRUCTIONS TO RESPONDENTS

Submission of Response

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

Proposal Format

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

Binder Tabs

- Tab 1 - Vendor Contract and Signature Form
- Tab 2 - Questionnaire
- Tab 3 - Company Profile
- Tab 4 - Product / Services
- Tab 5 - References
- Tab 6 - Pricing
- Tab 7 - Value Add
- Tab 8 – Required Documents

Shipping Label

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

From _____

Company _____

Address _____

City, State, Zip _____

Solicitation Name and Number _____

Due Date and Time _____

PROCESS

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

Competitive Range

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

Deviations and Exceptions

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

Estimated Quantities

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

Evaluation

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

Formation of Contract

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

Clarifications/Discussions

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

Multiple Awards

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

Non-Exclusive

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

Past Performance

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

Open Records Policy

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

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

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

Specifications

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

EVALUATION CRITERIA

Products/Pricing (40 Points)

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

Performance Capability (30 Points)

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

Qualification and Experience (20 Points)

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

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training

TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM

VENDOR CONTRACT

Between _____ and

THE COOPERATIVE PURCHASING NETWORK (TCPN)

For

Janitorial Supplies, Equipment, Maintenance & Repair

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

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

GENERAL TERMS AND CONDITIONS

1. Customer Support

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

2. Assignment of Contract

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

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

3. Disclosures

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

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

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

4. Renewal of Contract

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

5. Funding Out Clause.

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

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

6. Ordering Procedures

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

7. Shipments (if applicable)

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

8. Invoices

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

9. Tax Exempt Status

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

10. Reporting

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

Vendor Name
TCPN Report
Month or Quarter

Entity Name	Zip Code	State	PO or Job#	Sale Amount

Total

11. Payments

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

12. Pricing

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

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

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

13. Administrative Fees

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

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

14. Warranty conditions

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

15. Indemnity

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

16. Franchise Tax

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

17. Marketing

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

18. Supplemental Agreements

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

19. Certificates of Insurance

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

19. Legal Obligations

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

20. Protest

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

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

21. Force Majeure

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

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

22. Prevailing Wage

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

22. Miscellaneous

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

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

SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Acknowledge ADDENDUM NUMBERS _____

Accepted by The Cooperative Purchasing Network:

Term of contract _____ to _____

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

Director of TCPN

Date

Print Name

Authorized Signature

Date

Print Name

TCPN Contract Number _____

TAB 2 – QUESTIONNAIRE

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

1. States Covered

Bidder must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

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

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

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

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

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

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

a. Minority/Women Business Enterprise

Respondent certifies that this firm is an M/WBE

☐ Yes ☐ No

b. Historically Underutilized Businesses

Respondent certifies that this firm is a HUB

☐ Yes ☐ No

3. Residency

Responding Company's principal place of business is in the city of _____ State of ____.

4. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.
 - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

5. Processing Information

Company contact for:

Contract Management

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

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

- ☐ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other _____

7. Pricing Information

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

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

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

(Fee calculated based on invoice price to customer)

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

8. Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

TAB 3 – COMPANY PROFILE

Information About Your Company

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Company's organizational chart of those individuals that would be involved in the contract.
5. Corporate office location.
 - a. List the number of sales and service offices for states being bid in solicitation.
 - b. List the names of key contacts at each with title, address, phone and e-mail address.
6. Define your standard terms of payment.
7. Who is your competition in the marketplace?
8. What is your market share?
9. Are you gaining market share, losing market share, or maintaining market share?
10. What is your strategy to increase market share?
11. What differentiates your company from competitors?
12. Describe how your company will market this contract if awarded.
13. Describe how you intend on introducing TCPN to your company.
14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Green Initiatives

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

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

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

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

Vendor Certifications (if applicable)

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

TAB 4 – PRODUCT / SERVICES

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

A. General Requirements

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

- a. Have a strong national presence in the janitorial and sanitation supply industry.
- b. Have a distribution model capable of delivering products nationwide.
- c. Have a demonstrated sales presence.
- d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
- e. Be able to provide a full range of products, supplies and services to meet the demands of participating TCPN members and all agencies that opt to participate in the cooperative purchasing program with TCPN.

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

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

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

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

B. Product Requirements:

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

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

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

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

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

- c. **Industrial Paper and Dispensers-** Includes sanitary paper towels, toilet tissue, wipers, and proprietary and universal product dispensers.
- d. **Hard Floor Care-** Products and supplies to care for flooring including wood, stone, concrete, and resilient flooring. Products include cleaners, strippers, finishes, sealers, restorers, sweeps, absorbents, mats, pads, doodlebugs, bonnets, brooms, brushes, handles, buckets, wringers, dust pans, mops, and squeegees.
- e. **Carpet Care-** Products and supplies such as pre-sprays, shampoo, spotters, cleaners, post treatments for carpet and upholstery.
- f. **Restroom Care-** Products and supplies including cleaners, brushes, deodorants, proprietary and universal dispensers, sanitizers, disinfectants, skin care and feminine products.

- g. **Waste Receptacles and Liners-** Products and supplies for the collection and disposal of waste.
- h. **Machines and Accessories-** Janitorial equipment such as auto scrubbers, floor machines, burnishes, extractors, vacuums, dryers, sweepers, steam cleaners, and associated supplies and accessories.
- i. **Laundry and Kitchen-** Products and supplies specific to laundry and kitchen care.
- j. **Industrial Tools & Supplies-** Tools, supplies and accessories to support cleaning activities including janitor carts, dusters, window cleaners, brushes, spray bottles, squeegees and gloves.
- k. **Other Categories-** Products, supplies, and equipment not offered in a category listed above.

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

- 2. **Current Products:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 3. **Pricing-** Offerors are to provide a discount from a verifiable price index and provide a reduced net pricing schedule. Contractor must fully describe and disclose details of proposed pricing method including audit verification method. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement (s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors' discounts to the prices listed on their manufacturer's price lists, retail price sheets, and catalogs.

C. Service Requirements:

- 1. **Services:** TCPN is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to the following.
 - a. **Small Business Program:** The ability to incorporate small business enterprise into your distribution, sales, services, and product offerings. The program should focus on increasing opportunities for small local businesses under this contract. At a minimum, it should establish how business will be directed to small local businesses, establish any unique product or service offerings and develop small businesses as second-tier suppliers.
 - b. **Consulting Services-** Examples include inventory solutions, emergency preparedness programs, eCommerce and safety services.
 - c. **Training & Education-** The ability to provide on-site and/or online training and educational programs/seminars as well as providing technical product knowledge and support in English and in Spanish.

- d. **Software Punch Out:** The capability of your electronic ordering system to interface with an agency's inventory software system such as Oracle Synergen inventory system.
- e. **Green/Sustainability Program:**
 - 1. **Policies:** Efforts and policies pertaining to green and sustainability.
 - 2. **Products:** Impact on product offerings.
 - 3. **Distribution:** Impact on distribution process.
 - 4. **Certifications:** The Industry recognized certifications and standards obtained and those represented through its catalog of products.
- f. **Repair Services:** The ability to provide repair services of janitorial equipment through authorized manufacturer's facilities or other avenues.
- g. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
- h. **Sourcing:** Capability of sourcing products
 - 1. from non-catalog suppliers and
 - 2. from line card extensions of catalog suppliers
- i. **Other Services/Programs:** Other value-add services not included in above categories such as installation of chemical and paper product dispensing units.

Non Warranty Service Rates

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

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

One time travel charge per repaired machine?

_____ Yes _____ No

Do Half Hour Rates Apply?

_____ Yes _____ No

Is there an equipment drop off location?

_____ Yes _____ No

Address of Drop off Location _____

Do you have a fuel charge?

_____ Yes _____ No

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

Our warranty for same repair/service for individual machine is

_____ Days

List Authorized Warranty Repairs conducted for Manufacturers.

TAB 5 – REFERENCES

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

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

TAB 6 – PRICING

Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular bidder and the pricing per item.
- Electronic price lists must contain the following:
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to TCPN (including freight)
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in electronic form only.***

Not to Exceed Pricing

- TCPN requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

TAB 7 – VALUE ADD

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

TAB 8 - REQUIRED DOCUMENTS

DOC #1 Clean Air and Water Act / Debarment Notice

DOC #2 Lobbying Certification

DOC #2 Contractors Requirements

DOC #3 Antitrust Certification Statement

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

Date

CONTRACTOR REQUIREMENTS**Contractor Certification****Contractor's Employment Eligibility**

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Signature of Respondent

Date

DOC #4

**ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)**

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor _____

Address _____

Phone _____

Fax _____

Bidder _____
Signature

Printed Name

Position with Company

Authorizing Official

Signature

Printed Name

Position with Company

EXHIBIT “B”

Office DEPOT OfficeMax®

November 23, 2015

Attn: Anne Takii
City of Long Beach
Department of Financial Management
Purchasing Division
333 W. Ocean Blvd., Floor 7
Long Beach, CA 90802

Dear Anne,

This letter confirms that Office Depot will extend the pricing and terms of the TCPN Agreement for Office Supplies and Jan/San products to the City of Long Beach. In the Agreement, there is piggybacking language which allows municipalities like City of Long Beach to receive the same pricing and terms.

I welcome the opportunity to service and support the needs of all City Departments.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joe Offenheiser", is written over a horizontal line.

Joe Offenheiser
Major Account Manager