

**Solicitation Number: RFP #011124****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Blauer Manufacturing Co., Inc., 20 Aberdeen Street, Boston, MA 02215 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$1,000,000 per occurrence

\$1,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Blauer Manufacturing Co., Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
3/25/2024 | 3:01 PM CDT
Date: _____

DocuSigned by:
Thomas W. Ames
3B34B6E64F2E49D...
By: _____
Thomas W. Ames
Title: Vice President – Business Development
3/25/2024 | 3:44 PM EDT
Date: _____

RFP 011124 - Uniforms with Related Products and Services

Vendor Details

Company Name: Blauer Manufacturing Co., Inc.
Does your company conduct business under any other name? If yes, please state: Blauer Manufacturing
Address: 20 Aberdeen Street
Boston, MA 02215
Contact: Thomas Ames
Email: tames@blauer.com
Phone: 617-648-4245
HST#: 04-1094570

Submission Details

Created On: Monday December 11, 2023 16:02:33
Submitted On: Wednesday January 10, 2024 16:13:18
Submitted By: Thomas Ames
Email: tames@blauer.com
Transaction #: c2e01a83-56f0-4a30-9302-9ded686d7e79
Submitter's IP Address: 108.26.227.98

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Blauer Manufacturing Co., Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Blauer Manufacturing Company
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3A142
5	Proposer Physical Address:	20 Aberdeen Street Boston, MA 02215
6	Proposer website address (or addresses):	www.blauer.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Thomas W. Ames Vice President - Business Development 20 Aberdeen Street Boston, MA 02215 tames@blauer.com 617-648-4245
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Thomas W. Ames Vice President - Business Development 20 Aberdeen Street Boston, MA 02215 tames@blauer.com 617-648-4245
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	William Blauer Vice President - Sales 20 Aberdeen Street Boston, MA 02215 bblauer@blauer.com 800-225-6715

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Blauer Manufacturing Company was founded in Cambridge, MA by Louis Blauer in 1936 as a contract sewing company for department stores in the Boston area. Blauer's early products included dress raincoats, jackets and sport coats. In the early 1950s the company's focus turned to design and production of outerwear for the U.S. military and public safety markets. Since the 1970s our focus has been on the production of uniforms, outerwear, and rainwear for the public safety and municipal services markets.</p> <p>Blauer is a family owned and operated company with the 4th generation of family members involved in everyday management of operations. Blauer's core values and business philosophy are closely interwoven with a focus on designing and producing the highest quality and most innovative uniforms, outerwear, and related products available in the market with the goal of improving the comfort and safety of the users of our products. Blauer has long maintained its standing as a leading brand in the market due to this focus as well as our commitment to treating our employees and customers with respect and integrity.</p>	*
11	What are your company's expectations in the event of an award?	Blauer's management team intends and expects to continue transitioning new and legacy customer accounts to sales through the Sourcwell contract vehicle. Blauer currently holds contract award 04092-BLA. Our distributor network and end user entities are increasingly aware of and comfortable with Blauer's Sourcwell contract award and there is a growing preference among both of these customer groups to utilize the contract to save the time and expense of administering separate solicitations, to achieve discounted pricing, and to insure access to their preferred products.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please see the comfort letter provided by Bradley Mattox, Senior Vice President at Citizens Commercial Banking, in the document section of Blauer's response.</p> <p>Blauer is a privately-owned and family operated company and does not provide access to our financial statements to 3rd parties unless required for loan purposes and Non-Disclosure Agreements are executed.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>The majority of the producers of uniforms and related products for the U.S. market are privately held and do not publicly report sales data. However, based on our casual analysis of the market and Blauer's sales growth over the past four years, Blauer estimates our market share for the categories we are proposing as follows:</p> <p>Shirts & Pants: 25-30% Outerwear & Rainwear: 20-25% Base-Layers: 30-35% Mid-Layers: 20% Footwear: <5% Headwear: 20-25% Accessories: 2-3%</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Based on the annual sales of our two stocking distributors in Canada, Blauer estimates our market share for the categories we are proposing as follows:</p> <p>Shirts & Pants: 30-35% Outerwear & Rainwear: 35-40% Base-Layers: 25-30% Mid-Layers: 25-30% Footwear: <3% Headwear: 25-30% Accessories: <1%</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Blauer is a manufacturer of premium quality shirts, pants, outerwear, rainwear, base and mid-layers, hats, gloves, footwear, and accessories. We also produce a line of CBRN-protective uniform outerwear that is used by most UASI regions around the country. Blauer's sales force is comprised of 17 full-time employees who manage 15 territories covering all 50 U.S. states. All of Blauer's sales force members have at least 15 years of experience in the public safety and municipal uniform market. Roughly one third of Blauer's sales team are retired public safety or military personnel who also have experience as users of uniform products. Blauer's sales personnel are trained to offer a consultative sales and service approach to existing and potential users and public entities. Blauer maintains a nationwide U.S. distributor network of roughly 225 independent companies. Each of our authorized distributors is assigned a geographic service area and is required to participate in Blauer's stocking programs in support of the specific uniform needs of the end users and government entities within that assigned area. All Blauer distributors are also required to maintain the ability to perform in-house tailoring and customization services for our mutual customers. Blauer maintains two independent distributors in Canada. Each distributor stocks specific products from Blauer's product line and sells directly to municipal governments.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Blauer has received multiple awards and commendations from state and local public safety agencies and associations for quality of service and product. These awards are typically provided to Blauer's local territory managers during association meetings.	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 90% of Blauer's sales over the trailing three year period have been to government entities including public safety, transit, corrections, and defense.	*
21	What percentage of your sales are to the education sector in the past three years	Roughly 5% of Blauer's sales over the past three years have been to entities within the education sector. Most of these sales have been to campus security and police departments.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Source contract 04092-BLA.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A - Blauer does not maintain its own GSA contract.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Texas Department of Public Safety	Major Bruce James	512-424-2114	*
Massachusetts Department of Corrections	Thomas Preston	508-422-3328	*
Denver Fire Department	Captain Bill Moeder	720-219-0175	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
US Capitol Police	Government	District of Columbia - DC	Direct supply of standard uniform and accessories.	64,000 units (approx)	\$3,965,000 (approx)	*
Texas Department of Public Safety	Government	Texas - TX	Supply of standard Class A, Class B, dress uniform, and outerwear through two local distributors.	49,000 units (approx)	\$6,500,000 (approx)	*
New York City Police Department (NYPD)	Government	New York - NY	Supply of uniform shirts, pants, jackets, hats, gloves, base-layers, and body armor vest covers through network of local distributors.	31,500 units (approx)	\$2,200,000 (approx)	*
St. Louis County Police Department	Government	Missouri - MO	Supply of uniform shirts, pants, safety vests, base-layers, and headwear through local distributor.	20,800 (approx)	\$1,050,000 (approx)	*
Massachusetts Department of Corrections	Government	Massachusetts - MA	Supply of uniform shirts, pants, and boots through local distributor.	33,000 units (approx)	\$1,750,000 (approx)	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Blauer maintains a field sales force of 17 full-time employees that cover 15 territories comprising all 50 states. Each of our 17 sales representatives is a W-2. Blauer does not use contractors for any sales or service functions. Our sales representatives reside on a full-time basis in the following states: Massachusetts (2), New Jersey, Pennsylvania (2), Ohio, Illinois, Alabama, Florida, Louisiana, Missouri, Tennessee, Colorado, Texas (2), Arizona, and Oregon.	*
27	Dealer network or other distribution methods.	Blauer maintains a national distributor network of roughly 225 independent companies that stock our products and operate at least one full-time brick-and-mortar retail location where end users and Sourcwell members are able to shop and receive fitting and customization service. Blauer does not currently have an authorized distributor in the states of Wyoming, South Dakota, or Vermont. Customers in these three states are serviced by authorized distributors in adjacent states or by Blauer directly through our web portal. To maintain authorized distributor status with Blauer, each of our distributors is required to participate in our stocking programs and also offer onsite tailoring and customization services at their retail locations.	*
28	Service force.	For uniforms and related products, local service is as important as the uniform products themselves due to the amount of measuring, customization and tailoring that most municipal, state, and public entities require. Blauer's service model is heavily weighted towards our national distributor network for these needs as the typical Blauer distributor employs outside and inside service and sales staff to provide hands-on measuring and customization services to end users. This is the key component to Blauer's distribution model. For accounts that Blauer sells and services directly as well as distributor support, we maintain a customer service department at our distribution center in Batesville, MS. Our customer service department is made up of ten full-time employees that work in our call center from 8:00 A.M. to 5:00 PM central time Monday through Friday. Blauer also employs two personnel who work in our corporate office in Boston, MA to oversee and support the staff in our Batesville call center.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Blauer offers two ordering and fulfillment approaches to Sourcewell members. The majority of Sourcewell members are within the service areas of stocking Blauer distributors. Blauer's typical approach for these members is to issue quotations against the Sourcewell contract number that cite the specific products of interest, unit pricing and payment terms, and the local distributor that will serve as Blauer's subcontractor for sales and service. Sourcewell members place their orders and remit payment against these quotes with the designated distributor. The distributor is required to supply Blauer with quarterly reporting that details all transactions. Most Blauer distributors offer dedicated portal accounts to state, municipal, non-profit, and educational entities.</p> <p>For Sourcewell members who do not fall within any stocking distributors' service areas or who prefer to purchase directly from Blauer, Blauer issues quotations against the Sourcewell contract number that cite the specific products of interest, unit pricing, and payment terms. These Sourcewell members then submit their orders directly to Blauer and remit payment directly to Blauer. Sourcewell members that order directly from Blauer can submit their orders by email or fax to our customer service department or through dedicated online portal accounts.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Blauer is an ISO-9001 certified company with specific performance metrics in place that are used to monitor and evaluate the quality of service we provide to our customers, both distributors and end users. These metrics and procedures are documented in our Quality Manual, which is evaluated during our annual ISO management review process as well as TUV SUD, the issuer of Blauer's ISO 9001 certificate. Blauer's customer service policies, programs, and procedures are too comprehensive and multi-faceted to provide a detailed description of in this submission. Blauer will supply samples of our customer service performance tracking metrics to Sourcewell by request.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Blauer's primary sales and service area is the United States. Blauer is able and willing to provide our products and services to all Sourcewell participating entities in the United States and its territories. Sales and service to participating entities within the United States and its territories will be provided either directly or through our authorized distributor network.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Blauer maintains two stocking distributors in Canada. Unisync is headquartered in Mississauga, Ontario. Martin & Levesque is headquartered in Quebec. Both distributors stock a variety of Blauer products and employ sales staff across Canada to provide sales and service support to eligible Sourcewell and Canoe members. Blauer is also capable and willing to provide sales and service directly to Sourcewell participating entities in Canada, as needed.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Blauer is able to serve all participating entity sectors that the proposed contract is structured for.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Blauer will continue with our current marketing strategy for promoting the Sourcewell contract, which focuses on providing an overview supported by print collateral as a standard part of Blauer's sales presentations to state and municipal entities and working with preferred distributors to facilitate local sales and service through the contract. Given the specific nature of our product line, virtually all of our sales through the Sourcewell contract are from existing customers or entities that Blauer and our distributor network have newly created demand for Blauer product with that we subsequently promote our Sourcewell contract to as a means for saving time and money and insuring they receive the desired Blauer products from their distributor of choice.</p> <p>Blauer sales staff place the Sourcewell table-top banner prominently in our booths at the roughly 100 trade shows we exhibit in around the country throughout the year.</p> <p>Blauer also highlights our Sourcewell contract award on www.blauer.com and maintains a web inquiry resource for interested parties to contact Blauer to request quotations or additional information.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Blauer uses adaptive messaging and a dynamically optimized technology stack through numerous social media and online industry channels. The focus of Blauer's marketing team is to propagate brand and product messaging through www.blauer.com, email campaigns, social review outlets, discussion sites, and similar social media outlets.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell markets its contract vehicle award in a number of ways. In my view, the methods that seem most impactful for raising awareness of Sourcewell and its contracts are your consistent and active presence at key industry trade shows and your regional seminars.</p> <p>Blauer became aware of Sourcewell at the 2019 IACP Conference in Chicago when your staff visited our booth and provided an overview of the organization, the various contract vehicles available, and the process for registering and applying for the Uniforms with Related Products and Services RFP (RFP #040920). The presentation was very effective and motivating for Blauer to participate in the solicitation.</p> <p>The Sourcewell website is also well organized to enable members to efficiently search contracts for the commodities of interest and identify contract holders. Blauer frequently refers customer entities to your website to help them quickly identify whether they are already Sourcewell members and learn about the Sourcewell contract option.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes. Blauer's website is built on the Magento 2.0 platform, which enables Blauer's marketing and information systems team to easily set up branded portals for our customers on an enterprise level. Customer portals are built out to show the specific Blauer products that are authorized or specified by each entity with ordering permissions and access to reporting assigned as specified by the customer entity. Customer portal accounts can be set up to enable access for a single administrator or for multiple administrators as may be needed by entities that have more than one location or more than one cost center for invoicing purposes.</p> <p>To place orders administrators access their entity's portal account using their unique login credentials and then build their shopping carts by specifying the items needed, sizing instructions, and customization requirements. Administrators are able to specify the shipping address for each order by choosing from a pre-populated list of options or manually entering an address. Blauer's e-procurement platform is integrated with Blauer's ERP system to enable administrators at customer entities to check inventory, track orders, and run reports.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Blauer's products do not require training or operating instructions for use.
41	Describe any technological advances that your proposed products or services offer.	Blauer is an innovation leader in the uniform market. The U.S. government has awarded Blauer over three dozen patents for design and functionality features that are incorporated into a number of our products. In addition to the patents that Blauer maintains, we work with our fabric and component suppliers to develop technological advances that are confined exclusively to Blauer. Blauer's patents and the unique fabrics and components that our suppliers confine to Blauer serve to improve user safety, comfort, and/or efficiency on the job.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities (laundrying, cleaning, mending and/or repair services)?	In addition to the product innovations and patents mentioned in response 41 above, Blauer's status as a family-owned and operated company facilitates a level of availability and interaction with Blauer's owners and executive team for our customers that is unique within the market. Blauer's customers, both end users and distributors, are able to easily get in touch with the executive team and owners to provide feedback on our products and service, offer ideas for new products, and in some cases alert us to concerns that should be investigated. It is this consistent one-on-one interaction with customers and our eagerness to involve users in our product development efforts and service model that enable Blauer to maintain our standing as a market leader in terms of both market share and brand equity.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Blauer warrants that every product we produce will be free of defects in materials and workmanship for a specific period of time that varies by the product category. Our uniform shirts, pants, sweaters, job shirts, and safety vests are covered for a period of one year from date of purchase. Our outerwear and rainwear products are covered for a period of three years from date of purchase. Our footwear, base-layer, bag, and accessory products are covered for a period 120 days from date of purchase. Blauer's warranty coverage does not include normal wear and tear from use, misuse, or improper care and laundering.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A. Warranty service claims are coordinated through our stocking distributor network or directly with Blauer's customer service staff. For either scenario, Blauer coordinates shipment of items in question to Blauer's distribution center for evaluation and repair/replacement, as appropriate.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Warranty repairs and/or replacement is provided throughout the U.S. and Canada either directly by Blauer or through the distributor associated with the customer. However, Blauer does not send technicians to customer sites. We either coordinate service through the local distributor that services the account, or collect any items that warranty service is requested for to our distribution center in Mississippi.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A - Blauer is not including products made by other manufacturers in our proposal.
51	What are your proposed exchange and return programs and policies?	Blauer offers exchanges and returns of unused products in their original packaging with all labels and hangtags intact within 30 days of purchase. Shipping charges apply.
52	Describe any service contract options for the items included in your proposal.	Blauer's proposal includes Ala carte pricing for customization services such as hemming, application of emblems, lettering, and application of functional features like equipment tabs. All of the customization options and services Blauer offers to our distributor network and end users are included in Blauer's proposal.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	Blauer warrants and guarantees that every product we produce will be free of defects in materials and workmanship for the useful life of the product according to the product category. Warranty service, whether repair or replacement, for valid claims are typically coordinated through the distributor the product was purchased from for fast resolution, often from the distributor's inventory. Blauer then compensates the distributor.
54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	N/A - Blauer does not offer any specific service guarantees. However, we strive to provide timely turnaround of customer orders and as as warranty service. Customer orders for non-customized product are shipped within a 24 - 72 hour period from receipt of order. Warranty service, while not frequently needed, is prioritized to minimize the time users of our products are required to work without the items.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Net 30 days. Sourcewell users can pay Blauer or our designated local distributor acting as our subcontractor by check, credit card, or P-card.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Blauer does not offer leasing or financing options directly. However, we are in touch with NCL Government Capital (a Sourcewell contract holder) and will facilitate use of NCL's financing services as appropriate for larger purchases through the Sourcewell contract, if awarded.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	As each Sourcewell member typically uses its own purchase order forms, Blauer does not mandate a standard order form. Blauer does use a standard quote format for all member inquiries that cites our contract number, quote number, issue date, expiration date, entity name and Sourcewell member #, entity POC details, pricing by requested item number, shipping and dating terms, and order submission instructions including whether Blauer designates a local stocking distributor as our subcontractor for sales and service.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Blauer accepts P-card purchases from entities that order through Blauer's online customer portal. Blauer does not charge any additional fees for use of P-cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Blauer's proposed pricing is on a line-item basis and is based on a percentage discount off of our 2024 Retail Price List. Blauer's proposed pricing represents the "ceiling" prices that Blauer may sell any Sourcwell member through the Contract. In many cases, Blauer will formally quote period-specific, volume-based pricing discounts below contract prices to Sourcwell members to insure pricing that provides the maximum benefit possible to participating Sourcwell members and is consistent or preferable to local market pricing. Blauer's proposed pricing includes freight and handling charges within the 48 contiguous states. Blauer's proposed pricing also includes oversizes that Blauer typically charges a percentage premium for. Blauer reserves the right to charge extra for "super sizes" (4XL+ and equivalent) as detailed in our proposed contract pricing that is included with our proposal and titled "Blauer 2024 Price List (Sourcwell RFP 011124)".
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Blauer's proposed line-item pricing ranges from a high of 25% to a low of 7% discount off of our published 2024 Retail Price List. The discount percentage varies by product category with higher price products offered at greater discounts than lower price products. The average discount Blauer is proposing across all categories is 18.6% off of our published 2024 Retail Price List.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Blauer will offer quantity discounts below awarded Sourcwell contract pricing on a case-by-case basis for Sourcwell member requirements, whether direct sale or through our designated local, stocking dealer acting as our subcontractor for sales and service.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Blauer will provide quotes for open market products or services that Blauer agrees to source for Sourcwell members. Blauer will submit a "Price and Product Change Request Form" to Sourcwell for approval in such cases.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Blauer's proposed pricing does not include freight, duties, customs, and related charges for shipments outside of the 48 contiguous states. Blauer may invoice Participating Sourcwell Members for such charges as separate line items.
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Blauer's proposed pricing includes freight and delivery charges for ground shipments within the 48 contiguous states. Blauer will charge additional freight, delivery, and related fees (as incurred by Blauer) for expedited shipments or shipments to Hawaii, Alaska, U.S. territories outside of the continental U.S., and Canada. Such additional charges will be invoiced as separate line items.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Blauer will invoice freight, delivery, and related charges as separate line items for shipments to Alaska, Hawaii, Canada, or any offshore location. Blauer will invoice such charges at cost and as separate line items on each invoice.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Blauer will designate one corporate executive staff member as the primary liaison with Sourcewell as well as the responsible party for managing compliance with the terms of the contract as well as the pricing and terms specified in all quotes issued to Sourcewell member entities.</p> <p>Direct sales to Sourcewell members through the contract are executed through unique account numbers beginning with "SW" that are assigned to the Sourcewell member entities. This enables easy monitoring and reporting of sales on a quarterly basis. Direct sale quotations issued by Blauer to Sourcewell members are appended to each account established in Blauer's ERP system to insure purchase order pricing and terms match those issued by Blauer against the Sourcewell contract.</p> <p>Sales through the Sourcewell contract that are administered through local, stocking distributors that Blauer designates as our subcontractor for sales and service are monitored on quarterly basis through self-reporting on the part of participating distributors that report invoicing detail against all active quotes issued by Blauer for the quarter directly to Sourcewell members. Participating dealers typically volunteer copies of all invoices for the quarter or supply them at Blauer's request to enable verification of compliance with quoted pricing provided directly from Blauer to Sourcewell members.</p> <p>Blauer is cautious and conservative in our selection of local distributors as designated subcontractors for sales and service to Sourcewell members towards fulfillment of the terms of our Sourcewell contract and responsibilities. Candidate distributors must be high-volume Blauer distributors that maintain local inventory of any items quoted to Sourcewell members, operate on ERP systems with reporting tools adequate to comply with quarterly sales reporting requirements as outlined in the Sourcewell contract, and must agree to abide by the terms and pricing detailed in quotes that Blauer issues to Sourcewell members against the contract.</p>
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Blauer will track the number of quotes issued to Sourcewell members, the percentage of quotes that purchase orders are issued against by Sourcewell members, overall sales as measured by revenue, and revenue growth. This evaluation will occur quarterly and annually.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Blauer proposes an administrative fee of 1.5% of invoices sales (USD) through the Sourcewell contract, payable on a quarterly basis to Sourcewell. Each payment will be supported with detailed reporting of the invoiced sales for the quarter using Sourcewell's standard Sales Reporting Template.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Uniform and accessory products within the categories of shirts, pants, suspenders, outerwear, rainwear, base-layers, mid-layers, safety vests, sweaters, boots, shoes, socks, insoles, hats, belts, and gloves. Blauer is offering our entire product line with the exceptions of knives and pens.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Shirts: ArmorSkin, FlexRS, tactical shirts, StreetGear Flex, ClassAct, SuperShirt, polo shirts, and fire-retardant shirts. Pants: FlexRS, tactical pants, Flex Pro, ClassAct, Flex Force, and fire-retardant pants. Outerwear: system outerwear shells, fleece jackets, soft-shell jackets, stand-alone jackets, all-season jackets.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Uniform apparel, uniform accessories, and footwear;	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blauer's proposal includes pricing for all customization, personalization, and alteration services we offer and that are typical for uniform products. Blauer and our participating subcontractor distributors offer sizing services as a standard service expectation for most enterprise-level sales and do not typically charge extra for the service.
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	Repair services are included in our proposed unit pricing for valid warranty claims that do not warrant replacement of product. Blauer does not offer laundry or cleaning services.
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Blauer 2024 Price List (Sourcewell RFP 011124).pdf - Wednesday January 10, 2024 16:06:29
 - [Financial Strength and Stability](#) - Citizens Banking Reference (Blauer Manufacturing)(2023).pdf - Friday January 05, 2024 15:22:05
 - [Marketing Plan/Samples](#) - Blauer Marketing Material Samples (standard flyer and select screenshots from Blauer website).pdf - Wednesday January 10, 2024 15:36:36
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Blauer_Sourcewell_Quotation_Template.pdf - Friday January 05, 2024 15:32:50
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Blauer Sourcewell Member Testimonials.pdf - Friday January 05, 2024 15:43:09

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Thomas Ames, Vice President - Business Development, Blauer Manufacturing Co., Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	<input checked="" type="checkbox"/>	2

