



**MASTER AGREEMENT #082724**  
**CATEGORY: Janitorial Supplies**  
**SUPPLIER: Gemplers, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Gemplers, Inc., 401 South Wright Road, Janesville, WI 53546 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 31, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #082724 to Participating Entities. In Scope solutions include:
- a) Cleaning supplies and chemicals;
- b) Janitorial equipment;
- c) Consumable items, disposable and hygiene supplies;
- d) Facility and sanitary maintenance products;
- e) Breakroom supplies;
- f) Facility safety supplies;
- g) Proposers must include one or a combination of the offerings listed in a. – f. above in their proposal to be eligible to propose the following complementary solutions:
- i) Janitorial or custodial-related software, applications, or platforms.
- ii) Customer support, training, and assessment services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

- xi) **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 Agreement 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.
- xii) **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.
- xiii) **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.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.
- xv) **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 Agreement or any purchase by a Participating Entity.
- xvi) **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.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.
- xviii) **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.

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

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

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or



remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:  
Supplier Obligations to Participating Entities**

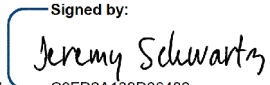
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

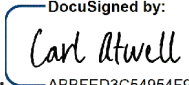
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
  
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
  
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
  
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Gemplers, Inc.

Signed by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 10/30/2024 | 8:19 AM CDT

DocuSigned by:  
  
 By: ABBFED3C54954F9...  
 Carl Atwell  
 Title: President/Owner  
 Date: 10/30/2024 | 6:05 AM PDT

# RFP 082724 - Janitorial Supplies and Equipment with Related Services

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## Vendor Details

Company Name: Gemplers  
Address: 401 S Wright Rd  
Janesville, WI 53546  
Contact: Carl Atwell  
Email: carl@gemplers.com  
Phone: 608-772-2483  
HST#: 611907552

## Submission Details

Created On: Thursday August 08, 2024 10:59:55  
Submitted On: Monday August 26, 2024 19:13:25  
Submitted By: Kyler Nixon  
Email: kyler@gemplers.com  
Transaction #: 9cf29853-3802-463c-a88b-4e73e8a26bac  
Submitter's IP Address: 172.220.111.58

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Gemplers, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes.
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	We are the only party that will be working with Sourcewell.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code - 8EXZ8 UEI # - NXGRFLD4MPA7
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Code - 423840
6	Proposer Physical Address:	401 South Wright Road, Janesville, WI 53546
7	Proposer website address (or addresses):	gemplers.com
8	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):	Name: Carl Atwell Title: President/Owner Address: 401 South Wright Road, Janesville, WI 53546
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Name: Carl Atwell Title: President/Owner Address: 401 South Wright Road, Janesville, WI 53546 Email Address: carl@gemplers.com Phone: 608-772-2483
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Kyler Nixon Title: Chief Revenue Officer Address: 401 South Wright Road, Janesville, WI 53546 Email Address: kyler@gemplers.com Phone: 608-554-8009

**Table 2A: Financial Viability and Marketplace Success (50 Points)**

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Gemplers was started in 1939 by Bill Gempler in Monroe, Wisconsin. We have a storied history, including being owned and operated by Steve Schlecht who owned Gempler prior to acquiring Duluth Trading Company. Grainger (one of the incumbents for this RFP) owned Gemplers for 10+ years in the early 2000s and we still share a building with them in Janesville, WI today.</p> <p>My wife, Tracy, and I bought the business in 2019, and we both are operating and working in the business today. I'm our president and janitor while Tracy is responsible for Gemplers creative assets like branding, catalogs, and emails.</p> <p>Our business philosophy is simple: we focus on taking care of customers and employees and let the rest take care of itself. We treat people how we'd want to be treated—like a neighbor, not a number.</p> <p>As an example, my name, email, and phone number are on the website, in our customer service phone greeting, and in our order confirmations so customers can provide feedback and ideas to me directly. I respond to every single email, which often surprises customers. Our goal is to create profits for a purpose so we can have an impact on the lives of our customers, employees, and ultimately our community.</p> <p>Our core values are:</p> <ul style="list-style-type: none"> <li>- Love to Serve (put others first, lend a hand, and be willing to clean toilets)</li> <li>- Grab A Broom (embrace humility, make it better, and be kind)</li> <li>- Reject Mediocrity (desire feedback, always improve, be curious)</li> <li>- Be Gritty (be honest, tough it out, embrace tension)</li> <li>- Play to Win (run for the prize, take risks, and work hard)</li> </ul> <p>We have sold the categories of products in the RFP for 25 or more years.</p> <p>Please see Exhibit A and the accompanying videos to learn more about Gemplers and why we believe we'd be a great fit for this RFP.</p> <p>-Carl Atwell, Owner, President, Janitor</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>If awarded the contract, we have no expectation other than to be given the opportunity to work to earn the business from your 50,000 members.</p> <p>While it would be great honor to receive the award, we know the real work only starts at that point. We would begin to execute our sales and marketing plan (see Exhibit A) to bring value to your members with:</p> <ul style="list-style-type: none"> <li>- great products</li> <li>- great pricing</li> <li>- great service</li> </ul> <p>And we'd provide value to Sourcewell with:</p> <ul style="list-style-type: none"> <li>- the administrative fee</li> <li>- a collaborative marketing and sales approach</li> <li>- alignment in goals and objectives</li> </ul> <p>We would also provide best-in-class ordering and service experience, as evidence by our track record of service and repeat customers. Our aim would be to get the highest customer service rating of any of our peers also receiving the award.</p> <p>Please see Exhibit A and the accompanying videos to learn more about how we would approach this partnership.</p>



13	<p>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. <b>DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</b></p>	<p>Gemplers is a privately-held company and does not disclose financial information.</p> <p>We have been in business for 85 years and have solid financial footing, and we can provide trade references as well as assurances from our bank that give Sourcewell the confidence and assurances they need.</p> <p>We ask Sourcewell to consider that we wouldn't have direct business with 500+ suppliers like 3M, DuPont, Honeywell, Dramm, Dewalt, Solo, Majestic, Behrens, YETI, Patagonia, or Carhartt if we weren't good financial stewards.</p> <p>Similarly, we wouldn't have the diversity of customers that we have from National Parks, the USDA, large universities, thousands of cities and municipalities, and to so many large and small growers, greenhouses, and landscapers if we weren't good financial stewards.</p> <p>As mentioned in our video in the supplemental materials (see Exhibit A), we were formerly owned by Grainger and our distribution center in Janesville, WI is in the same building as Grainger. Grainger would not allow us to be a tenant in their building if we weren't a good financial steward.</p>	*
14	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Less than 5%, but we don't have a way to know this number. Our goal is to have happy customers that would refer us to others rather than market share domination. We know there are bigger companies applying for this bid, but there isn't any company that will work harder to humbly and fairly serve Sourcewell Members.</p>	*
15	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Less than 1% as our focus is on the US market. We can ship to Canada but we think it makes more sense for Canadians to buy from Canadian suppliers.</p>	*
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>N/A - Gemplers has never filed for bankruptcy.</p>	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question that best applies to your organization, either a) or b).  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?</p>	<p>We are a distributor. We source and sell many national brands but we also source our own products that we sell under the Gemplers brand. We have been selling into the Sourcewell customer segments for many years and we have full authorization from brands to do so.</p>	*
18	<p>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.</p>	<p>Gemplers holds and maintains all necessary licenses and certifications to conduct business.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>NA - Gemplers does not have any debarments or suspensions.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>We are recognized almost daily by customers for excellent service. These reviews are posted on our site under the section of customer testimonials. These reviews are all the recognition that we need. <a href="https://gemplers.com/pages/testimonials">https://gemplers.com/pages/testimonials</a></p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>This sector accounts for approximately 13% of our sales. This has been increasing by an average of 6% year over year since new ownership in 2019. This sector is a primary focus for us.</p>	*

22	What percentage of your sales are to the education sector in the past three years?	This sector accounts for approximately 13% of our sales. This has been increasing by an average of 6% year over year since new ownership in 2019. This sector is a primary focus for us.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	We haven't pursued cooperative purchasing agreements until this opportunity with Sourcewell. We do have a large business within your member base but have not pursued cooperative purchasing agreements until this point.	*
24	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?	We haven't pursued cooperative purchasing agreements until this opportunity with Sourcewell. We do have a large business within your member base but have not pursued cooperative purchasing agreements until this point.	*

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Avalon, CA (Sourcewell #99972)	Jeffrey Hernandez, Public Works Superintendent (jhernandez@cityofavalon.com)	310-528-0440	*
University of Mississippi (Ole Miss) (Sourcewell #8517)	Thomas Dickerson, Landscape Supervisor (thomas@olemiss.edu)	662-202-2475	*
Richland School District, WA (Sourcewell #12504)	Christopher Hall, Landscape Services Manager (christopher.hall@rsd.edu)	509-727-5930	*

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

Describe your company's capability to meet the needs of Sourcewell 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.	<p>Our sales team is comprised of five (5) full-time individuals: one (1) Chief Revenue Officer, one (1) Head of National Sales, and three (3) account representatives.</p> <p>All five are based in Wisconsin and handle sales for all accounts across the US, including Sourcewell Members that have done business with us for years.</p> <p>If awarded this opportunity, our intention would be to hire additional sales representatives solely focused on 1) retaining Sourcewell Members, 2) engaging Sourcewell Members who aren't currently buying through Sourcewell contracts, and 3) acquiring more Sourcewell Members.</p> <p>We would also plan to repurpose our existing salesforce to predominantly focus on this opportunity.</p> <p>Lastly, while there's not an overlap in job functions (meaning, sales reps are not also service reps and vice versa), our sales and service teams are integrated and report up to our Chief Revenue Officer. Together, our sales and service teams create a seamless experience for customers and work together in the pursuit of our organizational goals.</p> <p>Please see Exhibit A and the accompanying videos for more information on our unique marketing and sales plan.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>We distribute a vast majority of products ourselves, directly from our distribution center in Southern Wisconsin.</p> <p>Orders placed before 3pm ship same day, and due to our centralized location in the US, most orders arrive between 1-4 business days to customers in the continental United States.</p> <p>Through our relationship with UPS, we also have the ability to quickly add distribution centers across the US, further assisting us in getting products to customers as quickly as previous incumbents.</p> <p>Please see Exhibit A and our accompanying videos for more information on the distribution process.</p>	*

28	Service force.	<p>Our service team is 100% US-based and comprised of one (1) Head of Customer Service and ten (10) customer service representatives.</p> <p>Within the customer service team, we have two (2) full-time technical customer support representatives who have nearly 50 combined years of experience handling complicated and technical product questions.</p> <p>Three (3) support representatives also assist our sales team by placing orders, creating quotes, and servicing managed sales accounts. This helps the sales team spend more time selling and building relationships.</p> <p>Our service team handles the following service channels; all open from 6am to 6pm CST Monday through Friday:</p> <ol style="list-style-type: none"> <li>1. Phone</li> <li>2. Email</li> <li>3. Chat</li> <li>4. Fax &amp; Physical Mail</li> </ol> <p>Please see Exhibit A and the accompanying videos about our customer service team and how we would approach supporting and servicing Sourcewell Members.</p>
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>Orders can be placed directly on our website, over the phone, or via email. We also accept faxed purchase orders and orders in the mail, albeit limited.</p> <p>Digital orders on our website account for about 80% of our transactions. The ordering process follows ecommerce best practices you would see on any other site or marketplace.</p> <p>Customers can search for products they're looking for, add them to their cart, and complete their checkout quickly and easily.</p> <p>Orders are then fulfilled by our dedicated distribution center team. Orders placed before 3pm Monday through Friday ship out the same day.</p> <p>Please see Exhibit A and our accompanying videos for more information on our distribution process.</p>

<p>30</p>	<p>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.</p>	<p>As a family-owned business, we promise to treat each customer like a valued member of our neighborhood, with warmth, respect, and genuine care. We are dedicated to delivering exceptional service, listening attentively, and going above and beyond to ensure complete satisfaction all in a timely manner.</p> <p>How do we service our neighbors?</p> <ul style="list-style-type: none"> <li>- Your phone call is answered by a live person in the US every time.</li> <li>- When you call in, you may also opt to leave your number for a call back at a time that's more convenient for you.</li> <li>- We reply to emails within 4 hours</li> <li>- Our website chat is replied to in less than 5 seconds</li> <li>- Your orders are shipped the same day if they are placed before 3pm CST</li> <li>- Our returns rate is less than 2% because we fix issues as they arise to prevent future problems for our neighbors.</li> </ul> <p>Our friendly and helpful service team can assist Sourcewell Members with a range of tasks, including (but not limited to):</p> <ul style="list-style-type: none"> <li>- Password and login help</li> <li>- Product information</li> <li>- Tax exemptions</li> <li>- Placing orders and getting quotes</li> <li>- Account setup</li> <li>- Delivery and order tracking</li> <li>- and more</li> </ul> <p>Specific Customer Service KPIs:</p> <ul style="list-style-type: none"> <li>- Service Level for Phones – Goal is 80% of calls answered in 40 seconds – Actual is 87.8%</li> <li>- Service Level for Emails – Goal is 80% answered in 4 hours – Actual is 86.3%</li> <li>- Follow up tasks completed in 1 day - Goal is 95% - Actual is 99.4%</li> </ul> <p>You might be expecting to see average handle time, but we choose not to measure that KPI and instead focus on quality over quantity so our neighbors are taken care of rather than rushed off the phone.</p> <p>Lastly, we pride ourselves on our Net Promoter score, which is in the 80s, when the benchmark for industries like ours average a NPS of 62. Our processes here at Gemplers are all centered around the goal of making sure we treat customers like a neighbor, not a number.</p> <p>Please see Exhibit A and the accompanying videos about our customer service team and how we would approach supporting and servicing Sourcewell Members.</p>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>Gemplers has been in business for 85 years. A consistent ability to deliver what we promise to customers, vendors, and stakeholders is the hallmark of this longevity.</p> <p>We stand by our word and will hold fast to our commitment to this partnership.</p> <p>You won't find another applicant who is willing to work harder and is more willing to serve Sourcewell members at the highest level than Gemplers—it's in our DNA.</p> <p>If given this award, you'll find Gemplers embodies five important traits:</p> <ol style="list-style-type: none"> <li>1. Nimbleness - Our overall size allows us to be flexible and nimble—adjusting and making changes quickly and without the “red tape” of a big corporate structure.</li> <li>2. Creativity - We're experts at traditional marketing and sales like web, print, and digital ads. But we also leverage modern tactics like video, social, AI, and content marketing.</li> <li>3. Drive - Since new ownership in 2019, we have been aligning our focus to government and educational agencies. This opportunity aligns with our own strategic focus.</li> <li>4. Dedication - This wouldn't be another corporate initiative for us—it would be foundational. We would dedicate a large portion of our time and resources to this opportunity.</li> <li>5. Commitment - Our leadership team is leading this proposal process. We are, and will stay, fully engaged in this opportunity and are committed to the success of Sourcewell and its members.</li> </ol> <p>From our marketing and sales approach to our service and fulfillment teams, this award would be the central focus of our organization... not just some one-off initiative.</p> <p>We're not a multi-billion dollar giant, but we believe that's why we're well equipped to win this bid and why we'll be a great partner for Sourcewell and its members.</p> <p>Please see Exhibit A and the accompanying videos to learn more about our willingness and dedication to be a great partner for Sourcewell and Sourcewell Members.</p>

32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	A very small portion of our business goes to Canada. We generally believe Canadian entities should buy from suppliers in Canada as this is the easiest and most cost-effective way for these agencies to get the products they need. US companies who sell to Canada often have to inflate product costs, which is not always good for the end customer in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We can service all areas of the United States and areas of Canada where applicable. Please see answer to #32.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All participating entities will have access to our solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Customers in Alaska and Hawaii will have access to all products in this agreement at the agreed upon price and through all channels previously mentioned.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Gemplers is honored to provide extensive support and product discounts to nonprofit organizations across the US today.</p> <p>If awarded this opportunity, we would want to align with Sourcwell's goals for these entities. If Sourcwell seeks to create more nonprofit affiliations, we can incorporate those organizations into our sales and marketing efforts and extend the agreement to them.</p> <p>As an example, if Sourcwell is wanting to acquire more non-profit members, we would be willing to hire additional sales representatives focused on key non-profit industries and markets.</p> <p>Please see Exhibit A and the accompanying videos for more information on our unique marketing and sales plan.</p>	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Since 2019, Gemplers has acquired over 11,000 new public agencies as customers; including cities, states, public schools, universities, and other publicly funded institutions. This adds to our existing track record with these agencies who Gemplers annually and have for decades.</p> <p>We're experts at the channels and tactics below. We would leverage our expertise in these areas to acquire, retain, and grow new and existing Sourcwell Members. And because our marketing, sales, and service teams are fully integrated, we are able to move quickly and efficiently.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>- Email - We use segmented and targeted email marketing to communicate key marketing messages. Example: we would create a Sourcwell segment to communicate specific messages and offers.</li> <li>- Print - We use direct mail &amp; catalogs to get physical marketing in the hands of ideal customers. Example: we could regularly mail all Sourcwell members.</li> <li>- Advertising - We use Google Ads and other forms of top-of-funnel advertising to attract the right customer. Example: we could deploy Facebook and YouTube ads with messaging about the Sourcwell contract.</li> <li>- Video Content - We create high-end videos to market, advertise, and sell using a visual medium (ie, video). Example: we could create a series of videos highlighting Sourcwell members.</li> <li>- Learning Hub - We publish industry tips and educational content to help customers learn and grow in their jobs. Example: we could create training materials for Sourcwell members.</li> <li>- Sales Reps - Our sales team takes the relationships started by marketing and then nurtures and grows them. Example: See Exhibit A for ideas of how we can leverage our sales force.</li> <li>- And more</li> </ul> <p>As a self-proclaimed, "anti big box retailer," we are nimble and flexible in our marketing approach. We can (and do) pour resources into direct marketing with targeted messaging. All marketing to Sourcwell Members will be centered around the Gemplers and Sourcwell partnership.</p> <p>Please see Exhibit A and the accompanying videos for more information on our marketing and sales plan. Please see Exhibit D for samples of marketing collateral.</p>

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>This goes without saying, but marketing in 2024 is more challenging than ever before. Customers are bombarded with a constant stream of marketing messages, advertisements, and offers. This is especially true with commodity products like janitorial supplies where dozens of retailers offer virtually identical products at similar prices and with very little differentiation in benefits offered to the customer.</p> <p>Our approach to this challenge simple: We don't have infinite resources to blast broad and generic marketing messages into the marketplace, so we must leverage technology and data to make us smarter and more effective.</p> <p>We have a team of business analysts whose sole job is to help us understand our customers and what they're buying in real time. This information is quickly available to everyone in our organization, from leadership to marketing to sales.</p> <p>This team also reviews all orders and appropriately tags customers and supplements their account records with accurate data.</p> <p>Lastly, our marketing and sales teams use cutting edge and AI-enabled software to track marketing visitors, access prospect contact information, track and score opportunities, and segment customers.</p> <p>All of this helps us make informed and accurate marketing decisions and allocate resources effectively.</p> <p>Please see Exhibit A and the accompanying videos for more information on our marketing and sales plan.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>In many ways, the Sourcewell partnership would be a "stamp of approval" as we market and sell to public agencies.</p> <p>Said another way, it would enable our sales and marketing teams to leverage the trusted Sourcewell brand.</p> <p>Beyond this affiliation, we don't expect Sourcewell to do our job for us.</p> <p>We know the awarding of the agreement is simply the "greenlight" we need to aggressively market and sell to agencies associated with Sourcewell. We can't (and won't) sit back and wait for this business to come our way.</p> <p>From a practical standpoint, we will allocate a greater percentage of our marketing funds toward public agencies associated with Sourcewell and we will hire additional sales representatives whose sole focus is leveraging the partnership and acquiring new customers.</p> <p>Please see Exhibit A and the accompanying videos to learn more about our willingness and dedication to be a great partner for Sourcewell and Sourcewell Members.</p>
40	Are your Solutions available through an e-procurement (i.e. digital catalog) ordering process? If so, describe your e-procurement system, its features (i.e. pricing, stock availability, photo, description) and how governmental and educational customers have used it.	<p>Yes.</p> <p>All of our products are offered in a variety of ways:</p> <ol style="list-style-type: none"> <li>1. Directly through our ecommerce website.</li> <li>2. Ordering over the phone with our US-based customer service team.</li> <li>3. Submitting a purchase order (PO) via email, fax, or mail.</li> </ol> <p>Additionally, we also offer a punchout system to integrate directly with customer procurement software like Coupa, Ariba, etc where applicable.</p> <p>Our website is built on Shopify, a best-in-class ecommerce solution. All customers have access to extensive product information and specifications, custom pricing, product availability, product photos and videos, and customer reviews.</p> <p>Lastly, we are well acquainted with the needs of governmental and educational customers who may need flexible payment terms and options (eg, net 30 or invoice payments), tax exemptions, or other unique order solutions—all of which are available directly on our website for all logged in customers.</p> <p>In summary, we pride ourselves on providing a world-class ecommerce solution for all customers.</p> <p>Please see Exhibit A and the accompanying videos for more information on our sales and marketing plan.</p>

**Table 5A: Value-Added Attributes (100 Points)**

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Gemplers offers a US-based technical support customer service team who can provide answers and guidance for complex products.</p> <p>Additionally, we offer self-service support and training on our Learning Hub (learn.gemplers), with our safety training sheets (learn.gemplers.com/#resources), and with our video content. This is free for all customers and prospects.</p> <p>If awarded this contract, our intention would be to work with Sourcewell Members to understand which products and solutions may need more training and support and create up to 10 training videos per month. Here's an example of the types of content we could create: <a href="https://www.youtube.com/watch?v=K2-flpecs8Y">https://www.youtube.com/watch?v=K2-flpecs8Y</a></p> <p>Please see Exhibit A and the accompanying videos for more information on our training and support proposal.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>In addition to the world-class website and ordering solutions mentioned in question #40, Gemplers has a completely integrated marketing, sales, and service software.</p> <p>For Sourcewell Members, that means a seamless experience:</p> <ul style="list-style-type: none"> <li>- All-in-one customer relationship management tool</li> <li>- Service reps know members by name and who their account rep is</li> <li>- Marketing tactics get instant feedback from sales and service</li> <li>- Sales reps handle inbound quotes quickly</li> <li>- Sales, service, and marketing are all saying the same thing to the customer</li> </ul> <p>For Sourcewell, this means we can move quickly to execute marketing and sales campaigns and get near-instant feedback on results.</p> <p>Please see Exhibit A and the accompanying videos for more information on our integrated sales, service, and marketing approach.</p>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Gemplers is dedicated to operating in an environmentally responsible manner, focusing on reducing energy consumption and minimizing waste. Our approach targets the key areas of our facilities and operational processes as well as the product we offer.</p> <p>Environmental Standards &amp; Compliance</p> <ul style="list-style-type: none"> <li>- Environmental Permits and Reporting: Gemplers obtains and maintains all necessary environmental permits and registrations.</li> <li>- Pollution Prevention and Resource Reduction: We aim to minimize waste through process improvements, material substitutions, and recycling.</li> <li>- Hazardous Substances: We manage hazardous materials to ensure safe handling, storage, and disposal.</li> <li>- Product Content Restrictions: Gemplers ensures that products sold are compliant with environmental regulations and standards.</li> <li>- Promotion of Environmentally Friendly Products: We focus on providing products that reduce environmental impact, including those that conserve energy and water or are recyclable.</li> </ul> <p>Environmental Activities Within Facilities</p> <ul style="list-style-type: none"> <li>- All lighting, both indoors and outdoors, utilizes energy-efficient LED technology along with motion sensors to reduce electricity use</li> <li>- The rooftop HVAC units are equipped with frequency drives to optimize their performance and energy consumption</li> <li>- Low-Flow Plumbing Systems: Motion-sensor sinks and toilets limit water waste</li> <li>- Electric car charging stations have been installed to support sustainable transportation</li> <li>- The roof has been coated with a white finish to help reduce heat absorption and improve energy efficiency</li> <li>- New windows were installed, contributing to the overall enhancement of the building's energy performance and insulation</li> <li>- Recycled Materials: We use recycled pallets and packaging materials and engage in various recycling efforts</li> </ul> <p>Environmental Processes Within Operations</p> <ul style="list-style-type: none"> <li>- Gemplers practices single-stream recycling, which allows for the collection and processing of various recyclable materials—such as paper, plastics, and aluminum—into one unified stream, simplifying the recycling process</li> <li>- Pallets are collected and recycled to ensure that these reusable resources are processed properly and not disposed of as waste</li> <li>- Cardboard is recycled systematically to reduce waste and promote the reuse of this material in the recycling stream</li> <li>- Recycled products are utilized as shipping materials, including cardboard, paper, and plastic dunnage, to minimize environmental impact and support sustainability</li> </ul>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal	<p>Gemplers provides a diverse selection of environmentally friendly products that are certified by reputable third-party organizations. We monitor numerous leading environmental certifications at the individual product level, ensuring that each item meets stringent sustainability standards.</p>

related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors such as the use of recycled materials.

**EPA Comprehensive Procurement Guidelines (CPG)**

The guidelines are part of a broader set of initiatives aimed at promoting the use of and certifying environmentally preferable products and services

**Leather Working Group (LWG)**

The LWG is an international organization focused on improving environmental stewardship and sustainability within the leather supply chain. It works to ensure that leather production practices minimize negative impacts on the environment.

**USDA Certified Organic**

USDA Certified Organic refers to a certification given by the United States Department of Agriculture (USDA) indicating that a product or farming operation adheres to specific organic standards. Specifically, agricultural products must be grown and processed without the use of synthetic pesticides, herbicides, or fertilizers. Organic farming emphasizes practices that maintain soil health, biodiversity, and ecological balance.

**USDA Certified 100% Biobased**

USDA Certified 100% Biobased is a label indicating that a product is made entirely from biological sources and has been verified by the United States Department of Agriculture (USDA) as such. This certification is part of the USDA BioPreferred® program, which promotes the use of biobased products and aims to expand the market for renewable materials. The products are designed to replace conventional petroleum-based products and reduce reliance on fossil fuels.

**Bluesign**

Bluesign is a certification system focused on ensuring that textiles and other products are produced in an environmentally friendly, safe, and socially responsible manner. The Bluesign system evaluates the entire supply chain, from raw material sourcing to final product manufacturing. Bluesign certification emphasizes the elimination of hazardous chemicals throughout the production process. It ensures that chemicals used in manufacturing are safe for both the environment and human health. The system also promotes efficient use of resources such as water, energy, and raw materials. It encourages practices that minimize waste and reduce the environmental impact of textile production.

**FSC®-certified paper**

FSC®-certified paper refers to paper products that have been certified by the Forest Stewardship Council® (FSC), an international organization dedicated to promoting responsible management of the world's forests. The FSC certification ensures that paper products come from sources that meet rigorous environmental and social standards. FSC certification ensures that forests are managed sustainably, protecting ecosystems, biodiversity, and wildlife. It also promotes responsible harvesting practices that minimize environmental impact and ensure forest regeneration.

**FSC-certified raw materials**

FSC-certified raw materials refer to raw materials sourced from forests that are managed in accordance with the standards set by the Forest Stewardship Council® (FSC). This certification ensures that the materials used in various products, such as paper, wood, and other forest-based goods, come from responsibly managed forests that meet high environmental and social criteria. Certification requires the protection of wildlife habitats, prevention of deforestation, and minimization of ecological impact. It also includes measures to prevent soil erosion and safeguard water quality.

**Fair Trade Certified™**

Fair Trade Certified™ factories are manufacturing facilities that have been certified by Fair Trade International or one of its national organizations to adhere to Fair Trade standards. This certification ensures that factories meet rigorous criteria related to ethical practices, worker rights, and environmental sustainability. Within the environmental criteria, factories are encouraged to implement environmentally sustainable practices. This includes managing waste, reducing energy consumption, and minimizing the use of harmful chemicals. Factories are guided to use resources efficiently and reduce their environmental footprint through practices such as recycling, water conservation, and energy efficiency.

**Green Seal**

Green Seal is a non-profit organization that provides certification for products and services meeting specific environmental and performance standards. The Green Seal certification is designed to help consumers and businesses identify and choose products and services that are environmentally responsible and sustainable. Green Seal sets high performance standards to ensure that certified products deliver quality and efficacy while meeting environmental criteria. This includes evaluating how well products perform compared to conventional alternatives. The certification process assesses the environmental impact of products and services throughout their lifecycle, from raw material sourcing and production to use and disposal.

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<p>45</p>	<p>Describe your capabilities for verification of product authenticity, quality control, and documentation of custody in your supply chain.</p>	<p>At Gemplers, our mission is to provide high-quality products that stand the test of time, minimizing returns, reorders, and customer frustration. To maintain this standard, we implement rigorous reporting and regular audits of the products we source, including both supplier and Gemplers brand items. Our stringent product sourcing process ensures authenticity by obtaining products solely from OEMs and authorized resellers, reducing the risk of counterfeit or substandard products.</p> <p><b>OEM Vendor Reviews</b>                  We partner exclusively with reputable and trusted suppliers. Each year, we conduct thorough vendor contract reviews to assess the quality performance of our suppliers. This evaluation includes monitoring return rates and gathering feedback from customer satisfaction surveys. Our product return rate of less than 2% reflects our unwavering dedication to quality.</p> <p><b>Gemplers Brand Product Quality Assurance</b>                  Our exclusive Gemplers brand products undergo a robust Quality Assurance program, which includes:</p> <ul style="list-style-type: none"> <li>- Product Design: Gemplers products are engineered to meet or surpass the specifications of national brand equivalents.</li> <li>- Factory Certification: Production facilities, particularly in developing countries, are subject to third-party audits to ensure they adhere to our social responsibility standards and quality benchmarks.</li> <li>- Rigorous Testing &amp; Inspection: All products undergo engineering tests in independent laboratories. Samples are pulled from production lines to verify that products meet our precise specifications before they are shipped to our warehouses.</li> <li>- Continuous Monitoring: Throughout the product's lifecycle, samples are periodically tested to ensure ongoing compliance with our quality standards.</li> </ul> <p><b>Monitoring Product Quality</b>                  In the rare event that a product does not meet customer expectations, we offer a straightforward and efficient resolution - Customers can return items through our hassle-free returns process by contacting Customer Service.</p> <p>We meticulously analyze any damaged or defective products and work with our manufacturers to resolve the root cause of quality issues.</p>
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<p>46</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Gemplers is well equipped to provide a great experience to all Sourcewell Members as we've been doing for decades.</p> <p>Our value proposition is centered around the right products, the right service, and the right solution.</p> <p>This includes things like:</p> <ul style="list-style-type: none"> <li>- Free freight on all orders</li> <li>- Same day shipping on orders placed before 3pm CT</li> <li>- US-based, highly responsive customer service team (see question #30)</li> <li>- Knowledgeable and helpful sales team</li> <li>- Gemplers Quality Guarantee</li> <li>- 30-day returns policy</li> <li>- Flexible financing and payment terms</li> <li>- Direct access to company leadership</li> <li>- ~90% of calls answered in 40 seconds or less</li> <li>- Vetted and tested national brand products</li> <li>- Technical support team</li> <li>- Training videos and support</li> <li>- Flexible ordering options</li> <li>- Tax exemptions</li> <li>- Easily accessible order history</li> <li>- Price Match Promise</li> <li>- Extremely competitive pricing</li> </ul> <p>That said, these are not inherently unique to Gemplers. The incumbents on this proposal will provide similar answers, as will other applicants.</p> <p>What we believe sets us apart from other companies is our ability to dedicate a huge portion of our time, energy, and resources into:</p> <ol style="list-style-type: none"> <li>1. Retaining and increasing the value of existing Sourcewell Members using this contract</li> <li>2. Engaging Sourcewell Members who are not currently buying through this contract</li> <li>3. Finding and registering NEW Sourcewell Members in key markets or areas Sourcewell has been wanting to win</li> </ol> <p>As an example, Sourcewell could provide our team with a list of members who have not purchased from a Sourcewell contract and we would use our integrated marketing and sales approach (see response to question #42) to engage those members and get them to buy.</p> <p>An additional example would be around our training material. Our team could partner with Sourcewell to create co-branded training material based on the needs of Sourcewell Members.</p> <p>Please see Exhibit A and the accompanying videos to learn more about our unique approach to this partnership.</p>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
47	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	As a trusted supplier for 85 years, Gemplers has provided great products, pricing, and service to thousands of Women or Minority Business Entities (WMBE), Small Business Entities (SBE), and veteran owned businesses.
48		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a trusted supplier for 85 years, Gemplers has provided great products, pricing, and service to many Minority Business Enterprises (MBE).
49		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a trusted supplier for 85 years, Gemplers has provided great products, pricing, and service to many Women Business Enterprises (WBE).
50		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a trusted supplier for 85 years, Gemplers has provided great products, pricing, and service to many Disabled-Owned Business Enterprises (DOBE).
51		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a trusted supplier for 85 years, Gemplers has provided great products, pricing, and service to many Veteran-Owned Business Enterprises (VBE).
52		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a trusted supplier for 85 years, Gemplers has provided great products, pricing, and service to many Service-Disabled Veteran-Owned Businesses (SDVOB).
53		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a trusted supplier for 85 years, Gemplers has provided great products, pricing, and service to many Small Business Enterprise (SBE).
54		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a trusted supplier for 85 years, Gemplers has provided great products, pricing, and service to many Small Disadvantaged Businesses (SDB).
55		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a trusted supplier for 85 years, Gemplers has provided great products, pricing, and service to many Women-Owned Small Businesses (WOSB).

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	We accept all major credit cards in US currency, along with ACH and check.  In addition, we offer NET 30 terms upon application—see response to question #57.
57	Describe any leasing or financing options available for use by educational or governmental entities.	We offer flexible payment terms (upon application) to all government and education entities.  This starts at NET 30 with a \$500 limit and goes up from there, depending on request and payment history.

<p>58</p>	<p>Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.</p>	<p>Gemplers provides customers with several transactional documents, notifications, and templates as a part of the purchasing process.</p> <p>Website Order Confirmation: This document is automatically generated upon the completion of an order on our website. It confirms the details of the purchase, including item descriptions, quantities, prices, and the expected delivery date. It serves as the customer's initial receipt and acknowledgment that the order has been successfully placed.</p> <p>Website Pickup Order Confirmation: Similar to the standard order confirmation, this document is generated for orders where the customer opts for in-store or curbside pickup. It includes order details and provides instructions for pickup, including location and timing.</p> <p>Ship Confirmation: Once an order has been shipped, this document is sent to the customer, providing tracking information, a summary of the shipped items, and the expected delivery date. It ensures that customers are informed of the progress of their shipment.</p> <p>Cash Sale for Credit Card Orders: This document is issued for transactions where payment is made at the point of sale using a credit card. It acts as a final receipt, detailing the items purchased, the total amount charged, and payment confirmation.</p> <p>Invoice for Net 30 Terms Orders: For customers with approved credit terms, this invoice is generated, outlining the details of the purchase and specifying the payment due date, typically within 30 days from the invoice date. It includes all necessary information for processing payment.</p> <p>Quote: A formal document provided to customers detailing the estimated cost of goods or services before they are ordered. It includes item descriptions, quantities, prices, and any applicable discounts or promotions.</p> <p>NetSuite Order Confirmation: A system-generated confirmation from our NetSuite ERP system that mirrors the website order confirmation but is integrated with our internal processes. This document ensures that both our team and the customer are aligned on order details.</p> <p>Backorder Notification: In cases where an item is not immediately available, this document informs the customer of the delay and provides an estimated availability date. It allows the customer to make informed decisions regarding their order.</p> <p>Tax Exemption: This document is used when a customer is eligible for tax-exempt status. It ensures that the correct tax exemptions are applied to their orders, in compliance with applicable laws and regulations.</p> <p>Returns Policy: A detailed document outlining the terms and conditions for returning purchased items. It provides customers with clear instructions on how to return products, including timelines, conditions for returns, and the process for refunds or exchanges.</p> <p>All documents have been uploaded as supplementary material. See Exhibit C.</p>
<p>59</p>	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?</p>	<p>Yes, we accept the P-card procurement and payment process. There is no additional cost.</p>

60	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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.</p>	<p>To make this simple, we are offering a 30% discount off list price on all janitorial and janitorial safety supplies.</p> <p>We are also extending a standard 15% off our entire catalog not covered under this agreement, with no exclusions.</p> <p>All Sourcewell Members will also receive free ground shipping on all orders with no order minimums.</p> <p>As part of our commitment to treating customers like a neighbor, not a number, we offer a price match promise to every customer, every day.</p> <p>We will be including our price match promise in this bid.</p> <p>For the Sourcewell review team: if another supplier offers better pricing, and that pricing would cause us to lose the bid, we will match that pricing.</p> <p>For Sourcewell Members: if we win the bid and a member finds a better price for those products elsewhere, we will match the price.</p> <p>Please see Exhibit B in the uploaded documents for a detailed pricing schedule.</p>	*
61	<p>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.</p>	<p>To make this simple, we are offering a 30% discount off list price on all janitorial and janitorial safety supplies.</p> <p>We are also extending a standard 15% off our entire catalog not covered under this agreement, with no exclusions.</p> <p>All Sourcewell Members will also receive free ground shipping on all orders with no order minimums.</p> <p>Please see Exhibit B in the uploaded documents for a detailed pricing schedule.</p>	*
62	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>We are willing to negotiate additional volume discounts and rebates above and beyond our proposed pricing schedule. These conversations can be initiated by the Sourcewell Member with their account representative.</p>	*
63	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.</p>	<p>Our sourcing and product teams have often provided non-stock items directly to customers—depending on need, volume, and timing. We have worked directly with customers to find product specifications and work with our US-based and overseas manufacturing partners to create items to those exact specifications.</p> <p>The pricing for these items are on a quote-by-quote basis.</p> <p>If awarded the contract, our intention is to regularly meet with Sourcewell Members and identify products we can add to our assortment. See Exhibit A for more information.</p>	*
64	<p>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.</p>	<p>All charges are included in the pricing schedule submitted. Please see response to questions #60-61 as well as Exhibit B in the uploaded documents.</p>	*

65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>We will be offering free standard ground freight on all orders (\$0 minimum) to Sourcewell entities.</p> <p>Customers may opt for expedited shipping (two-day or next day) or less-than-truckload (LTL) shipping at cost.</p> <p>Our preferred freight option is UPS, but we also offer shipping options through USPS and FedEx. Customers may select the option that works best for them.</p> <p>All product categories in our pricing schedule are included in the free freight program.</p> <p>All orders placed before 3pm CT will ship the same day, Monday through Friday.</p> <p>See Exhibit A and the accompanying videos for more information on our distribution process.</p>	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska and Hawaii will be offered the same free standard freight options as all continental United States customers. See response to question #67 for additional freight options available.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>We offer competitive and industry standard freight options, including:</p> <ul style="list-style-type: none"> <li>- Ground shipping</li> <li>- Two day shipping</li> <li>- Next day shipping</li> <li>- &amp; LTL shipping</li> </ul> <p>For orders of substantial volume, we can also source and deliver containers of product directly to customers.</p> <p>See Exhibit A and the accompanying videos for more information on our distribution process.</p>	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>We would put a registration step in place for Sourcewell Members who want to take advantage of the pricing and benefits offered in the contract. Upon registration, their account would automatically receive the agreed upon pricing and freight benefits. This registration process also tags the accounts in our software and allows us to see all Sourcewell Members, what they've purchased, and how much they spent.</p> <p>As long as the member has registered, they will receive the agreed upon pricing.</p> <p>Additionally, we would use this reporting to calculate the admin fee to Sourcewell and would provide that report to Sourcewell for full transparency and visibility.</p> <p>We could also audit these accounts quarterly and ensure the system and process are working as intended and would be happy to provide this self-audit to Sourcewell.</p>	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Below are metrics we use to track our core business. These metrics will be applied to Sourcewell Members to gauge the success of the program:</p> <ul style="list-style-type: none"> <li>- Total sales</li> <li>- Total orders</li> <li>- Annual sales per customer</li> <li>- Annual orders per customer</li> <li>- Average order value</li> <li>- Retention rate</li> <li>- New customers acquired</li> </ul> <p>In addition, if awarded the opportunity, our intention would be to collaborate with Sourcewell to do two things:</p> <ol style="list-style-type: none"> <li>1. Determine which of the 50,000+ entities are not historically engaged and buying through Sourcewell contracts; then pursue these entities through sales people and marketing</li> <li>2. Find new entities that are not registered with Sourcewell; engage them to register; offer the solutions in the contract</li> </ol> <p>Please see Exhibit A and the accompanying videos to learn more about our marketing and sales approach.</p>	*

70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Our proposed administrative fee is 2.5%.
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**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	No current Gemplers customer or contract pricing would be as good as what is being proposed to Sourcewell in this bid.

**Table 8A: Depth and Breadth of Offered Solutions (200 Points)**

Line Item	Question	Response *
72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>At Gemplers, we take pride in leveraging our extensive distribution network and fostering strong relationships with our suppliers to offer our customers competitive pricing on a diverse array of industry-leading brands. We source our products directly from top manufacturers including 3M, BASF, Bayer, GOJO, Honeywell, Rubbermaid, and Stanley, ensuring that we deliver high-quality items at the best possible prices.</p> <p>Our commitment is to provide an expansive selection of products, making Gemplers a comprehensive one-stop shop for all our customers' Safety and Janitorial needs. By consolidating procurement with us, our customers can avoid the complexities and additional costs associated with managing multiple suppliers. This streamlined approach not only simplifies the purchasing process but also contributes to significant cost savings.</p> <p>In addition to our wide product range, we offer a tiered pricing structure within many categories, featuring options that span "good-better-best" levels. This pricing strategy is designed to accommodate various budgets and preferences, allowing you to choose products that best match your specific needs while still remaining cost-effective. Whether you are looking for basic functionality or advanced features, our diverse selection ensures that you find the right product at the right price.</p>
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p><b>JANITORIAL &amp; FACILITY MAINTENANCE</b>                      Brooms, Brushes, Buckets &amp; Dustpans, Mops &amp; Squeegees, Replacement Parts, Hand Cleaners, Industrial Cleaners &amp; Detergents, Shop Towels &amp; Wipes, Waste Cans &amp; Bags, Wet &amp; Dry Vacs, Anti-Slip Tape, Curbs Posts &amp; Guards, Fans, Floor Matting, Heaters &amp; Stoves, Lighting &amp; Electrical, Pails, Tubs &amp; Totes, Park &amp; Rec Supplies, Property Markers, Record Keeping, Security, Tapes &amp; Adhesives, Bins &amp; Bin Storage, Drums &amp; Accessories, Hand Trucks, Outdoor Shelters &amp; Sheds, Pallet Jacks, Shelving, Storage Bags, Storage Hooks &amp; Racks, Tool Boxes &amp; Bags, Utility Carts, Safety Cabinets, Spill Cleanup &amp; Sorbents, Labels &amp; Safety Marking Tape, Signs, Traffic Cones &amp; Barricades, Globally Harmonized System, Lockout &amp; Tagout Supplies, Right to Know Compliance, Safety Marking Tape &amp; Labels, Safety Training Videos, WPS Resources</p> <p><b>JANITORIAL SAFETY &amp; PPE</b>                      Eye Protection Accessories, Face Shields, Hard Hats &amp; Accessories, Safety Glasses, Safety Goggles, Decontamination Supplies, Eye Wash Supplies, Fire Safety Supplies, First Aid Kits, First Aid Supplies, Pesticide Safety Kits, Sun &amp; Heat Protection, Chemical Resistant Gloves, Disposable Gloves, Earmuffs, Earplugs, Electronic Hearing Protection, Hearing Protection Accessories, Knee Pads &amp; Supports, Protective Aprons &amp; Vests, Protective Boot Covers, Protective Chaps, Protective Coveralls, Protective Shirts &amp; Pants, Protective Sleeves, Coated Gloves, Cut Resistant Gloves, Knit Gloves, Leather Gloves, Hi-Vis Accessories, Hi-Vis Vests, Rain Bibs, Rain Coats &amp; Jackets, Rain Pants, Rain Suits, Rubber/PVC Boots &amp; Shoes, Work Boots &amp; Shoes, Cartridges &amp; Filters, Disposable Respirators, Face Masks &amp; Neck Gaiters, Full &amp; Half Mask Respirators, Powered Air Filtering Respirators, Respirator Accessories</p>

**Table 8B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments
74	Cleaning supplies and chemicals	<input checked="" type="radio"/> Yes <input type="radio"/> No	- Industrial Cleaners & Detergents - Rust Converters - Rust Preventers - Rust Removers - Shop Towels & Wipes - Odor Control - Spray Bottles
75	Janitorial Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	- Floor Cleaning Machines - Wet & Dry Vacs - Pressure Washers & Pumps - Utility Carts
76	Consumable items, disposable and hygiene supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	- Hand Cleaners - Industrial Wipes & Dispensers - Paper Towels, Tissue, Toilet Seat Covers - Rags & Cloth towels - Sponges & Scouring - Bath Towels/Cheesecloth - Dispensers
77	Facility and sanitary maintenance products	<input checked="" type="radio"/> Yes <input type="radio"/> No	- Brooms - Brushes - Buckets & Dustpans - Mops & Squeegees - Waste Cans & Bags
78	Breakroom supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	- Hand Cleaners - Industrial Wipes & Dispensers - Paper Towels, Tissue, Toilet Seat Cover - Rags & Cloth towels
79	Facility safety supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	- Anti-Slip Tape - Curbs Posts & Guards - Floor Matting - Security - Safety Glasses - Safety Goggles - Face Shields - Decontamination Supplies - Eye Wash Supplies - Disposable Respirators - Fire Safety Supplies - First Aid Kits - First Aid Supplies - Chemical Resistant Gloves - Disposable Gloves - Coated Gloves - Cut Resistant Gloves - Knit Gloves - Leather Gloves - Protective Aprons & Vests - Protective Boot Covers - Protective Chapps - Protective Coveralls - Protective Shirts & Pants - Protective Sleeves - Hi-Vis Accessories - Hi-Vis Vests - Rain Bibs - Rain Coats & Jackets - Rain Pants - Rain Suits - Rubber/PVC Boots & Shoes - Work Boots & Shoes



80	Proposer must include one or a combination of the offerings listed in 74 - 79 above in their proposal to be eligible to propose janitorial or custodial-related software, applications, or platforms as a complementary solution.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
81	Proposer must include one or a combination of the offerings listed in 74 - 79 above in their proposal to be eligible to propose customer support, training, and assessment services as a complementary solution.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Gemplers suppliers and dedicated Gemplers technical customer service representatives provide assessments, training and support for our customers. See response to question #46 as well as Exhibit A and the accompanying videos.	*

**Table 9: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement 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 Sourcwell and will not automatically be included in the Master Agreement.

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:**

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- 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](#) - Exhibit B - Gemplers - Sourcwell RFP #082724 (Pricing Schedule).pdf - Monday August 26, 2024 17:50:54
  - Financial Strength and Stability (optional)
  - [Marketing Plan/Samples](#) - Exhibit D - Gemplers - Sourcwell RFP #082724 (Marketing Samples).pdf - Monday August 26, 2024 18:03:06
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Exhibit C - Gemplers - Sourcwell RFP #082724 (Transactional Documents).pdf - Monday August 26, 2024 17:53:50
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Exhibit A - Gemplers - Sourcwell RFP #082724.pdf - Monday August 26, 2024 18:34:04

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Kyler Nixon, Chief Revenue Officer, Gemplers, 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 obligations contemplated in the solicitation proposal.

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
<b>Addendum_9_Janitorial_Supplies_RFP082724</b> Mon August 19 2024 02:56 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_Janitorial_Supplies_RFP082724</b> Fri August 16 2024 01:47 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_Janitorial_Supplies_RFP082724</b> Thu August 8 2024 02:34 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_Janitorial_Supplies_RFP082724</b> Wed August 7 2024 02:56 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Janitorial_Supplies_RFP082724</b> Fri August 2 2024 08:55 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Janitorial_Supplies_RFP082724</b> Thu July 18 2024 09:46 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Janitorial_Supplies_RFP082724</b> Tue July 16 2024 04:13 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Janitorial_Supplies_RFP082724</b> Thu July 11 2024 03:44 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Janitorial_Supplies_RFP082724</b> Tue July 9 2024 12:58 PM	<input checked="" type="checkbox"/>	1

