



Solicitation Number: RFP #040920

CONTRACT

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

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires May 22, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

Vendor reserves the right to decline sales or service to a Participating Entity through this contract if 1) Vendor determines that the Participating Entity is an unacceptable credit risk and the Participating Entity is not willing make purchases on a prepaid basis, 2) Vendor has evidence that the Participating Entity has sold or intends to resell the Vendor products purchased through the Contract, or 3) Vendor is not able to directly service the Participating Entity due to legal or contractual restrictions that existed prior to entering into the Contract and is also unable to identify a suitable local distributor that is willing to act as subcontractor for the purpose of the Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly

note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

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

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$1,000,000 per occurrence

\$1,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 5/19/2020 | 4:36 PM CDT

Blauer Manufacturing Co., Inc.
DocuSigned by:
By: Thomas W. Ames
3B34B8E64F2E49D...
Thomas W. Ames
Title: Vice President-Marketing & Business Development
Date: 5/29/2020 | 2:43 PM EDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/29/2020 | 1:44 PM CDT

RFP 040920 - Uniforms with Related Products and Services

Vendor Details

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

Submission Details

Created On: Monday April 06, 2020 21:25:15
Submitted On: Thursday April 09, 2020 14:50:48
Submitted By: Thomas Ames
Email: tames@blauer.com
Transaction #: 0cc67739-d65f-43ca-b3ff-4b9195ae09a9
Submitter's IP Address: 108.26.216.110

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Blauer Manufacturing Co., Inc
2	Proposer Address:	20 Aberdeen Street Boston, MA 02215
3	Proposer website address:	www.blauer.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Thomas W. Ames Vice President - Marketing & Business Development tames@blauer.com 617-648-4245 20 Aberdeen Street Boston, MA 02215
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Thomas W. Ames Vice President - Marketing & Business Development tames@blauer.com 617-648-4245 20 Aberdeen Street Boston, MA 02215
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	William Blauer Vice President - Sales bblauer@blauer.com 800-225-6715 20 Aberdeen Street Boston, MA 02215

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Blauer Manufacturing Company was founded in Cambridge, MA in 1936 by Louis Blauer as a contract sewing company for department stores in the Boston area. The early products included dress raincoats, jackets and sport coats. In the early 1950's the company's focus turned to design and production of outerwear for the U.S. military and public safety markets. Since the 1970's our focus has been on the production of uniforms, outerwear, and rainwear for the public safety and municipal services markets.</p> <p>Blauer is a family owned and operated company with the 4th generation of family members now involved in the everyday management of the company's operations. Blauer's core values are interwoven with our business philosophy, which is to design and produce the highest quality, most innovative, and most protective uniforms and outerwear available in the market. This focus as well as our commitment to treating our employees and our customers (both end users and distributors) with fairness and integrity is the driver to Blauer's position as one of the leading brands in the uniform, outerwear, footwear, and accessory market.</p>
8	Provide a detailed description of the products and services that you are offering in your proposal.	Blauer Manufacturing Company is offering our full line to the Participating Entities in this Sourcewell contract. This includes our wide array of uniform shirts, trousers, outerwear, rainwear, base-layers, mid-layers, footwear, headwear, and accessories.

9	What are your company's expectations in the event of an award?	Blauer expects to gain stronger relationships with many of the departments and Participating Entities that we already service through our dealer network, as well as to build new relationships with end users and Participating Entities that we have historically had limited ability to service due to local distributors that do not carry or support our brand. We feel that this ability to directly sell to our end users and Participating Entities will improve the level of service and support available to them and also enable Blauer to increase our sales into portions of the country that we feel are under served by the legacy distribution model.	*
10	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.	Please see the comfort letter provided by Forrest Dow, Senior Vice President at Citizens Commercial Banking, in the document upload section of Blauer's response. Blauer is privately-owned and family operated and does not provide access to our financial statements to 3rd parties unless required for loan purposes and Non-Disclosure Agreements are executed.	*
11	What is your US market share for the solutions that you are proposing?	Most of the companies operating in the U.S. uniforms and related products space are privately held so it is difficult to accurately determine market share. Based on our casual analysis, Blauer estimates our market share for each category we are proposing as follows: Shirts & Pants: 15-20% Outerwear and Rainwear: 15-20% Base-layers: 20-25% Mid-layers: 20% Footwear: 5-7% Headwear: 15-25% Accessories: 2-3%	*
12	What is your Canadian market share for the solutions that you are proposing?	Based on our casual analysis, Blauer estimates our Canadian market share for each category we are proposing as follows: Shirts & Pants: 25-30% Outerwear and Rainwear: 35-40% Base-layers: 30-40% Mid-layers: 20-25% Footwear: 2-4% Headwear: 15-20% Accessories: <1%	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Blauer is a manufacturer. Blauer's sales force consists of 17 experienced sales professionals who are all full time employees of Blauer. Roughly a quarter of our sales force are retired public safety or military personnel who have experience as both users of uniform products and providers of consultative sales and service support. The majority of Blauer's sales and services have historically been administered through our national network of roughly 250 stocking distributors that are assigned specific geographic territories to service. All of Blauer's authorized distributors are required to participate in our stocking programs and maintain inventory at the local level of the Blauer items that are specified or approved for use in their authorized service areas.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Uniforms, outerwear, rainwear, base-layers, mid-layers, headwear, footwear, and accessories.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Numerous awards from local and state public safety associations for quality of service. These awards commonly cite and are presented to the local Blauer sales manager.
19	What percentage of your sales are to the governmental sector in the past three years	Roughly 90% of Blauer's sales over the past three years have been into the government sector. This includes public safety entities, correctional institutions, transit entities, and federal and Department of Defense entities.
20	What percentage of your sales are to the education sector in the past three years	Roughly 5% of Blauer's sales over the past three years have been to the education sector. These sales are typically focused on campus security and police departments.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Houston Police Department	Chief Art Acevedo	832-492-6106
Texas Department of Public Safety	Chief Jason Hester	512-424-2114
Boston Fire Department	Captain Edward Anderson	617-839-2294

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Federal Bureau of Prisons	Government	District of Columbia - DC	Direct supply of ArmorSkin stab vest covers to all FBOP locations around the United States	36,000 units (approx)	\$2,150,000 (approx)
US Capitol Police	Government	District of Columbia - DC	Direct supply of standard uniform	32,000 units (approx)	\$2,200,000 (approx)
West Point Academy	Education	New York - NY	Direct supply of cadet rainwear	3,100 units (approx)	\$300,000 (approx)
Georgia Correctional Industries	Non-Profit	Georgia - GA	Direct supply of BDU uniforms used at all Georgia state correctional facilities.	69,000 units (approx)	\$2,500,000 (approx)
Herkimer Industries	Non-Profit	New York - NY	Direct supply of outerwear and rainwear used by New York State Police.	12,800 units (approx)	\$770,000 (approx)

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	Blauer employs 17 full-time sales representatives that are responsible for sales and service to all 50 states. Each of our 17 sales representatives is a W-2. Our sales representatives reside full time in the states of: Massachusetts, Pennsylvania, New Jersey, Ohio, Georgia, Florida, Louisiana, Missouri, Tennessee, Illinois, Colorado, Oregon, Arizona, and Texas.
26	Dealer network or other distribution methods.	Blauer maintains a distributor network of approximately 250 independent locations around the country. We have at least one active, stocking distributor that operates at least one full-time brick and mortar retail location in 47 states. New Hampshire, Hawaii, and Wyoming are currently not served by a distributor that operates a brick and mortar within the state. End uses in these three states are serviced either through an authorized distributor in an adjacent state or by Blauer directly. Blauer requires all of the independent companies in our authorized distributor network to participate in our stocking programs and to maintain the ability to provide onsite customization and tailoring services. For the Canadian market, Blauer maintains two authorized distributors that stock the products used by government and non-profit entities.
27	Service force.	Blauer largely relies on our network of independent, stocking distributors for point of sale service to the entities we serve. In addition, Blauer has a dedicated customer service team of ten full-time employees that operates out of our distribution facility in Mississippi and our headquarters in Boston to assist both end users and distributors with any requests or service needs that arise.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Blauer's customer service policies, programs, and procedures are multi-faceted and too in-depth to provide a detailed description of in this submission. Blauer is an ISO-9001 certified company with specific performance metrics in place to evaluate our ongoing service quality in terms of both timeliness of response/fulfillment as well as order accuracy. Blauer's service managers continuously audit our performance and also perform in-depth statistical reviews of key performance metrics as identified in our ISO-9001 program.
29	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Blauer is fully able and willing to provide our products and services to all Sourcwell participating entities in the United States, either directly or through our authorized distributor network.
30	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Blauer is fully able and willing to provide our products and services to all Sourcwell participating entities in the Canada, either directly or through our authorized distributor network.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
32	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If Blauer is selected as an awardee for this contract, we will use a combination of online promotion and field education efforts to promote the contract to both end user entities and our distributor network. Our online promotion will center on a series of targeted press releases and social media placements to announce our selection as a contract supplier and periodically provide updates on aggregate sell through and market penetration. Blauer will also prominently promote the Sourcewell contract vehicle on www.blauer.com and provide details on how eligible entities can participate.</p> <p>Our field promotion efforts will be managed by our sales force, which will be educated on the contract vehicle, disseminate professionally produced marketing literature to eligible entities that could benefit from use of the contract vehicle, and maintain responsibility for managing the onboarding process for participating entities.</p>
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Blauer utilizes a continuously optimized technology stack and adaptive messaging through a variety of online channels. We deliver brand and product specific marketing messages through numerous social media outlets, email campaigns, social review sites, and community blogs and discussion sites.
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Blauer will welcome any assistance Sourcewell can offer to promote the contract. However, we feel it will be primarily the responsibility of Blauer to effectively promote the contract to eligible entities that we feel will benefit from use of the contract as opposed to traditional procurement and service options.</p> <p>The Sourcewell contract vehicle will be viewed as an alternative purchasing and sales/service method to our typical business model, which relies heavily on our authorized distributor network to manage the public RFP process and provide local sales/service. Blauer does not intend to use the Sourcewell contract vehicle to replace our core sales and distribution model. The Sourcewell contract vehicle will be viewed by our sales team and dealer network as a value-added alternative to traditional contracting methodologies for eligible entities that we feel are underserved by legacy distributors or by a lack of viable distributors at the local level.</p>
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Blauer offers a web portal based on Magento 2.0 that integrates directly with our ERP system. Blauer has the capability to establish branded portals that are specific to participating entities and allow purchasing managers and quartermasters to place contract orders using their login credentials. Users of our purchasing portal also have access to reports detailing purchase history, payment history, open orders yet to be fulfilled, and invoices.</p> <p>Blauer's direct sale portal capability is a relatively new offering that we have not aggressively marketed to our customers due to lack of a turnkey contract vehicle. The entities that use our portal are typically located in remote or underserved areas or the country. Purchasing managers at each entity place their orders through the portal, track delivery, and manage their purchases using the reporting utility.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	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.	Training is not a typical requirement for the product categories that Blauer produces. Our products do not require any special operation or maintenance instructions.
39	Describe any technological advances that your proposed products or services offer.	Blauer is an innovation leader in the uniform and related accessories category for the government and non-profit sectors. We hold over three dozen U.S. patents for design and functionality features that are integrated into our products. In addition, Blauer works closely with our fabric and component suppliers to develop proprietary, non-patented, technologies that are confined exclusively to Blauer.
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
43	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>Blauer offers a unique degree of product innovation as evidenced by the more than three dozen patents the U.S. Patent and Trademark Office has issued to our company for technology and design features. All of Blauer's patents and proprietary technologies were developed specifically to either enhance the safety, comfort, or functionality of our users.</p> <p>Blauer also offers a level of management interaction and availability to our customers that comes from the relatively unique combination of being a family-owned and operated corporation and a market leader in terms of both brand equity and market share.</p>

Table 9: Warranty

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

Line Item	Question	Response *
44	Do your warranties cover all products, parts, and labor?	Yes.
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Blauer warrants that every product we produce will be free in defects in materials and workmanship for a specific period of time according to the product category. Our uniform shirts, pants, sweaters, job shirts, and safety vests are covered for a period of one year from date of purchase. Our outerwear and rainwear products are covered for a period of three years from date of purchase. Our footwear, base-layer, duty bag, and accessory line is covered for a period of 120 days from date of purchase. Blauer's warranty coverage does not include normal wear and tear from use, misuse, or improper laundering and care.
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A. Warranty service claims are coordinated through local stocking distributors or directly with Blauer's customer service staff, who coordinate shipment of items in question to Blauer's distribution center for evaluation.
47	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	N/A. Warranty repair is provided by Blauer either at our stocking distributor locations or at our distribution center. Field technicians are not utilized for warranty repair of uniform items.
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A
49	What are your proposed exchange and return programs and policies?	In addition to our standard warranty service, Blauer offers exchanges and returns of unused products in their original packaging and with all labels and hangtags intact within 30 days of purchase. Shipping and handling charges apply.
50	Describe any service contract options for the items included in your proposal.	Blauer's proposal includes customization of our products. Typical customization options include hemming, alterations, lettering, application of emblems, application of equipment tabs, addition of striping and braids, addition of pockets, and addition of epaulets. While not included in our proposal pricing, Blauer is willing to consider requests from participating entities for uniform rental and cleaning services. Such services would be negotiated and subcontracted through a local, authorized distributor or service provider.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
51	What are your payment terms (e.g., net 10, net 30)?	Net 30 days.	*
52	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Blauer will utilize a hybrid model whereby we designate local, stocking distributors for sales and service to Participating Entities as available and appropriate, and a direct sales and service model for situations in which a local, stocking dealer is not available or able to provide excellent service.</p> <p>When sales and service are subcontracted through a local distributor, we will require the distributor to provide Blauer with a monthly report of their sales to each participating entity. The report will indicate both unit and dollar sales by entity.</p> <p>When sales and service are provided directly by Blauer to participating entities the monitoring and reporting of quarterly sales will be done directly from Blauer's ERP system. Each participating entity will be assigned a customer number in Blauer's system to enable tracking of sales by entity.</p>	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Blauer accepts P-card purchases provided the purchases are made through Blauer's online portal asset. Blauer will not charge any additional fees for use of P-cards to make purchases.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
55	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.	Blauer's proposed pricing is on a line-item basis and is based on a percentage discount off of our 2020 Retail Price list.
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Blauer is proposing line-item pricing and the percentage discount off of our 2020 Retail Price List varies from a high of 24% to a low of 7%, largely dependent on product category. The average discount Blauer is proposing across all products is 18.4% off of our 2020 Retail Price List. The proposed prices include freight and handling charges within the 48 contiguous states and represent the ceiling that Blauer will sell any Participating Entity through the Contract. Blauer plans on offering period-specific, volume-based pricing discounts on a formal quote basis to Participating Entities on a case-by-case basis to insure pricing that is consistent with competitive market dynamics and that provides the maximum benefit possible to Participating Entities.
57	Describe any quantity or volume discounts or rebate programs that you offer.	Blauer will offer quantity discounts on a case-by-case negotiated basis with specific Participating Entities.
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Blauer will provide quotes for any open market products or services that Blauer agrees to source for Participating Entities.
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Blauer's proposed pricing does not include freight, duties, customs, and related charges for shipments outside of the 48 contiguous states. Blauer may invoice Participating Entities for additional freight, customs, duties, and related expenses for orders that require shipment outside of the 48 contiguous states as separate line items. Blauer's proposed pricing does not include in-person measuring and sizing sessions or provision of sample size runs. Blauer may charge an in-person sizing fee for departments that require sizing sessions. This will depend on the expected sales volume from the participating entity that results from the sizing session(s), the number of sessions requested, as well as what travel related expenses will be incurred by Blauer.
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Ground freight and delivery charges for shipments within 48 contiguous states are included in Blauer's proposed pricing. Blauer will charge additional freight, delivery, and related fees (as incurred by Blauer) for expedited shipments or shipments to Hawaii, Alaska, U.S. territories outside of the continental U.S., and Canada. These additional fees will be invoiced as separate line items. Blauer may also require minimum dollar or unit quantities for shipments to Hawaii, Alaska, U.S. territories, and Canada and include a surcharge for orders that do not meet these minimums.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Blauer will invoice freight, delivery, and related charges as separate line items for shipments to Alaska, Hawaii, Canada, or any offshore locations. Minimums may apply.
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For Participating Entities that are serviced by a designated subcontractor that maintains inventory at a local level, Blauer will offer in-store pickup of products purchased through the Sourcewell contract.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Blauer's historical business model has been to service end-user entities through our stocking distributors on a local level. Until now, Blauer has generally refrained from offering contract pricing directly to GPOs, cooperative procurement organizations, or state and local purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>If awarded a contract, Blauer plans to designate one member of our corporate customer service staff as the primary manager of the Contract and liaison with Sourcwell. This manager will be responsible for the onboarding process for each Participating Entity, receiving and auditing all orders against contract pricing and terms, and performing a quarterly audit of all contract sales for both compliance and sales reporting to Sourcwell.</p> <p>To insure accurate and timely reporting of contract sales from all distributors who are designated as sales/service subcontractors for specific Participating Entities, Blauer will require execution of an agreement that specifies service expectations as a subcontractor as well as reporting requirements with Blauer. Blauer will monitor the service levels and accuracy of reporting of each subcontractor.</p> <p>Blauer will incorporate the description of the structure, processes, and auditing process described above into our ISO 9001 procedural manual.</p>
65	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Blauer proposes an administrative fee of 1.5% of sales administered through the Sourcwell contract, payable on a quarterly basis to Sourcwell.

Table 14: Industry Specific Questions

Line Item	Question	Response *
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Blauer will evaluate success based on the key metrics of number of Participating Entities utilizing the contract, repeat purchases by each entity, retention of each entity's business on a quarterly and annual basis, and overall sales. Blauer will also administer an online customer satisfaction survey to each Participating Entity on a semi-annual or annual basis (depending on size and complexity of sales and service needs). We expect to have close contact with each Participating Entity during the course of regular business together and will solicit and document any feedback the points of contact provide to our customer service and sales team. Blauer's executive team will perform periodic reviews of the feedback obtained from each participating entity during our regular management meetings.

67	Describe your unique product attributes and advances, including specific examples related to product longevity or wear-resistance.	<p>Blauer products are engineered in both materials and construction to provide 2-3 times longer garment life than most of our competitors' products. Specific examples of features and materials that make Blauer products last longer are:</p> <ul style="list-style-type: none"> > Shirt and pant fabrics that offer 10% or more of mechanical stretch. Mechanical stretch is achieved using weaving techniques. In contrast, garments that exhibit "chemical" stretch are made with fabrics that utilize synthetic fibers such as Lycra. Garments made with fabric that utilize mechanical stretch retain their shape much longer than garments made with fabric that use chemical stretch because the synthetic fibers used to achieve chemical stretch degrade with use and lose their "memory". > Blauer uses fusible interlining fabrics between fabric layers in critical stress points of our shirts and pants and inside the smaller components. Fusible interlinings allow our garments to maintain their shape and form much longer than the average, "comparable" garments from most of our competitors. > Blauer uses two-ply fabrics in all of our poly-rayon and poly-wood shirts. Two-ply fabric are constructed with reinforced yarns that translate to better durability and garment strength over the life of the garment. > All Blauer pants and shirts are made with self-healing nylon zippers. Our pant zippers are non-conductive and will not be damaged if forced open or punctured. Users can simply pull the zipper tab all the way down and then re-zip the garment. Most competitive pants are made with metal furniture zippers that require professional replacement if damaged. > Blauer uses highly fade-resistant fabrics in all of our garments. Our garments tend to retain their color longer than those of our competitors and allow users to replace their uniforms much less frequently. > Blauer triple bar tacks our pants at critical stress points to prevent tearing that can shorten a garment's lifespan. <p>Blauer products incorporate numerous fabric technologies and design features to allow for longer field use than most competitive brands. The examples listed below are just a few to consider. Blauer products typically cost more than our competitors' products to purchase. However, the cost of ownership is typically much lower due to the need for less frequent replacement.</p>	*
68	Describe how your direct buy, rental, and/or leasing solutions complement the value of your program and offerings.	<p>Blauer's plan to offer Participating Entities direct purchase access will compliment the service we provide through our national, independent distributor network. In situations where a Participating Entity is unhappy with the level of service they receive from their local Blauer distributors, or in cases where there are not convenient local options, Blauer will be able to supply our products and services directly to insure the Participating Entity receives the service and support they want.</p>	*
69	Describe any unique advantages that your offering provides in terms of customization, personalization, alteration, fitting, and/or sizing.	<p>Most Blauer shirts and pants are made with split seam construction that make tailor alterations to the garments simple and inexpensive at local dry-cleaning locations.</p> <p>Most Blauer outerwear garments are constructed with reinforcing fabrics on the exterior of the waterproof shells in the areas where emblems and identification are typically sewn. These outerwear garments have access points at these reinforcing fabric locations to allow embroidery loops to be inserted or for stitching to occur without penetrating through the waterproof membranes.</p> <p>Almost every garment in the Blauer line can be lettered using heat seal or silk screen letters.</p> <p>Blauer offers one of the broadest range of sizes for each product category in our line in order to insure that every uniformed member of a Participating Entity is able to be fitted properly.</p>	*
70	Describe any unique advantages that your offering provides in terms of laundering, cleaning, mending and/or repair services.	<p>Blauer is unique in the uniform industry in that all of our uniform shirts and pants can be dry-cleaned or laundered at home. This includes our poly-wool and poly-rayon blend uniforms, which is unusual. Most poly-wool garments require dry cleaning. By sourcing and developing only fabrics that can be home laundered, Blauer enables our end user customers to save significant money every year on dry cleaning bills.</p>	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Citizens Banking Reference Letter (Blauer Manufacturing Co., Inc.).pdf - Thursday April 09, 2020 14:41:27
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Blauer 2020 Price List (Sourcewell RFP 040920).pdf - Thursday April 09, 2020 14:42:23
 - Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Uniforms_RFP040920 Fri April 3 2020 12:04 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Uniforms_RFP040920 Thu April 2 2020 08:09 AM	<input checked="" type="checkbox"/>	3
Addendum_5_Uniforms_RFP040920 Thu March 19 2020 10:46 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Uniforms_RFP040920 Tue March 3 2020 11:20 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Uniforms_RFP040920 Thu February 27 2020 04:04 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Uniforms_RFP040920 Fri February 21 2020 02:33 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Uniforms_RFP040920 Thu February 20 2020 03:41 PM	<input checked="" type="checkbox"/>	1