

REGION 4 EDUCATION SERVICE CENTER

Contract #R160801

for

Apparel, Uniforms, Accessories, Product and Services

with

ServiceWear Apparel, Inc.

Effective: 11/01/2016

The following documents comprise the executed contract between the Region 4 ESC and ServiceWear Apparel, Inc., effective 11/01/2016:

- I. Contract No. R160801
- II. Vendor Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

VENDOR CONTRACT SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Company name ServiceWear Apparel, Inc.

Address 7135 Charlotte Pike, Suite 100

City/State/Zip Nashville, TN 37209

Telephone No. (615) 301-6191

Fax No. (615) 399-1438

Email address jburnett@smsholdings.com

Printed name Jim Burnett

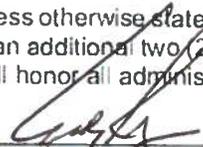
Position with company Executive Vice President

Authorized signature 

Accepted by The Cooperative Purchasing Network:

Term of contract **November 1, 2016** to **October 31, 2019**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

10/25/16
Date

Andy Reyes
Print Name


Region 4 ESC Authorized Board Member

10/25/16
Date

Rick Peebles
Print Name

TCPN Contract Number **R160801**



The Cooperative Purchasing Network

Enhanced Portfolio | Unified Focus | Continued Trust



REQUEST FOR PROPOSAL

for Apparel, Uniforms,
Accessories, Products
and Services

SOLICITATION NUMBER 16-08

Presented on behalf of
ServiceWear Apparel, Inc.
Jim Burnett, Executive Vice President
7135 Charlotte Pike, Suite 100
Nashville, TN 37209



VF Imagewear, Inc.

a seamless partnership



VF Imagewear, Inc.

a seamless partnership

July 19, 2016

Mr. Jason Wickel
Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas 77092

Dear Sir:

We are pleased to respond to Region 4 Education Service Center's Request for Proposal for Apparel, Uniforms, Accessories, Product and Services, Solicitation #16-08.

The enclosed "Seamless Partnership" proposal for Region 4 and National IPA/The Cooperative Purchasing Network (TCPN) is presented by ServiceWear Apparel, an SMS Holdings Company and VF Imagewear, a division of VF Corporation. Throughout the following documents our partnership will be referred to as SWA/VF.

We believe very strongly that through this partnership and the strengths of our two companies, we are well positioned to provide the level of service and quality of product that the Region 4 and National IPA/The Cooperative Purchasing Network expect.

ServiceWear Apparel is a proud member of the SMS Holdings family of companies. SMS Holdings is all about the application of people, systems, and processes to manage essential service components of our customers' operations. Since our founding in 1988, we have grown into a company with approximately \$250 million in revenues, conducting business across the United States.

VF Imagewear is a proud member of VF Corporation, the world's largest supplier of branded apparel. VF produced revenues of \$12.4 Billion in 2015, manufacturing or sourcing over 550 million units of apparel, and selling product in 170 countries.

SWA/VF began working in partnership in 2010 to serve the needs of school districts, universities, public agencies, and nonprofits with the best uniform program possible – the best in pricing, the best in product selection, and most importantly, the best in service. We fully understand the needs and expectations of servicing a contract national in scope and have made this understanding and our commitment clear in the following "Seamless Partnership" proposal. We thank you for this opportunity.

Yours truly,

Jim Burnett
Chief Development Officer
ServiceWear Apparel, Inc
An SMS Holdings Company

Matt Hirsch
Director of Sales, National Accounts
VF Imagewear, Inc.
VF Corporation



VF Imagewear, Inc.

VF Imagewear, Inc
545 Marriott Drive, Suite 200
PO Box 140995
Nashville, TN 37214-0995

July 19, 2016

Jason Wickel
Purchasing Cooperative Coordinator
Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas 77092

RE: Request for Proposal for Apparel, Uniforms, Accessories, Product and Services, Solicitation #16-08.

Dear Jason:

VF Imagewear, Inc. (VF) and ServiceWear Apparel, Inc. (SWA) have entered into an agreement to pursue this bid and the associated national uniform program. VF chose to enter into this agreement with SWA for the following reasons. First, SWA has the financial stability and capacity to operate the Region 4/TCPN apparel program on a national scale. Second, SWA has the corporate infrastructure, maturity and sophistication to manage and rapidly grow the anticipated sales that are expected from the national program. Third, SWA has a reputation for excellent customer service. Fourth, the upper management of SWA's parent company, SMS Holdings, has significant experience selling to the government and managing government contracts. All of these abilities combined are the keys to the creation of a successful contract for Region 4 Education Services Center and The Cooperative Purchasing Network.

While SWA is the prime contract holder, the responsibilities under this contract will be divided based on the strengths of the two companies. The partnership of VF and SWA provide a powerful team. VF's experience in supplying and managing numerous large, complex, national uniform programs will be critical in making this contract successful. Our clients include numerous federal agencies including U.S. Customs & Border Protection and commercial companies such as FedEx.

VF's expertise and experience in manufacturing are outlined in detail in the proposal. VF will manufacture and source work apparel and uniforms for this contract. VF has manufactured work apparel and uniforms since 1923. Currently, VF owns and operates three manufacturing plants. In addition, VF has the ability to source product on every continent.

VF will manage the supply chain for this contract. Supply chain management includes 1) forecasting future sales, 2) executing inventory plans to acquire product, 3) maintaining inventory control, 4) processing orders in VF distribution centers and 5) shipping to the customer. The ultimate goal is to have the right product in-stock at the time the customer wants to order it. VF has millions of garments valued at over \$180 million in-stock for immediate shipment.

VF will also employ our customer service call centers and program management team to assist SWA in servicing this contract. VF has a large, well trained customer service staff that will work directly with customers using this contract. VF has sophisticated, e-commerce enabled web sites which will further enhance customer service.

Two other capabilities further set VF apart from other uniform providers. One, VF has developed expansive garment customization capabilities within our distribution centers. VF routinely customizes tens of thousands of

garments each month. This is a critical capability to serve a national uniform contract. Two, VF maintains non-stock and made-to-measure garment processes that ensure every employee can be fit into a uniform regardless of shape or size.

ServiceWear Apparel will perform all contract administration functions as the prime for this contract. They will work jointly with VF to provide program management and customer service functions for users of the contract. SWA will execute an ongoing marketing campaign to advertise the program to both existing TCPN participants and broaden the scope to potential new government entities. SWA will integrate their sales effort with that of VF's national sales team.

This joint effort between VF and SWA will be both company's primary sales effort to the government market for apparel. We believe users will find the best pricing available in the marketplace enabling them to save money while obtaining a wide variety of high quality garments which meet their needs. We hope that you find our proposal as the best value and look forward to serving your needs.

Sincerely,

A handwritten signature in cursive script that reads "Matt Hirsch".

Matt Hirsch
Director of Sales, National Accounts
VF Imagewear, Inc.

EXECUTIVE SUMMARY

Region 4 Education Service Center (ESC) and National IPA/TCPN are seeking a provider to address the needs and challenges associated with executing and administering a multi-faceted program for procuring work apparel and uniforms for the school districts, universities, government agencies and nonprofits across the nation. ServiceWear Apparel, an SMS Holdings Company and VF Imagewear (SWA/VF) are submitting this proposal to solve those challenges and ensure this program achieves the desired outcomes. The following summarizes our understanding of the situation and the benefits of applying our “Seamless Partnership” program.

Challenges

The following represent challenges to achieving the desired outcomes for Region 4 ESC and National IPA/TCPN.

Reliable Service and Consistency in Quality of Product

Consistent and timely delivery of ordered apparel is critical. This is challenging to many distributors even on a local basis and even more so on a nationwide basis. Without it, school districts and municipalities risk a myriad of negative outcomes ranging from delayed work starts for new employees to officers operating in uniforms that may not provide adequate representation or protection.

Incomplete or miss-shipped orders cause confusion and create more work for Procurement unnecessarily. Many productive hours become unproductive as Procurement Officers muddle through incorrect orders and return substandard merchandise. In fact, a procurement survey found the three biggest pains in the request cycle include an inability to find items quickly, determine the order status easily and return bogus items simply.*

Producing a consistent level of quality in work apparel and uniforms is challenging for many manufacturers. Being able to order product that meets specifications and expectations, is reliably durable and consistent in sizing is very important to Procurement Officials. Most uniforms are customized, so the quality of workmanship in this process is also very important, but often difficult to control. Workers must rely upon Procurement to ensure that their uniforms fit properly, be presentable and hold up throughout the day and rigors of their job. Quality of production and customization impacts the ability of the uniform and work apparel to project a positive image for the agency.

Single Source Access to a Broad Product Offering at a Good Value

The clothing needs of a school systems’ many departments and government agencies across the country are diverse. Having access to a broad assortment of quality goods and centralized distribution capabilities is important, but not easy to achieve. Even more difficult is to obtain this from a single source at a good value. Very few distributors or manufacturers have easy access to or produce the wide array of work apparel and uniforms required. This requires outsourcing to others to obtain the product and often results in higher prices due to additional markups from middlemen. Control over delivery time may be lost as well, as suppliers must source product from other organizations, here and often abroad.

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Ease of Purchasing

Procurement officials have many responsibilities and cannot afford to spend hours bogged down needlessly in acquiring work apparel and uniforms through multiple small solicitations for uniforms needed for all of their departments. Many in this important position can tell horror stories about difficult and complex ordering or delivery processes they have been put through. There are many more of these stories regarding hoops to jump through to actually return an item as well. Having easy access to product and an open line of communication with the distributor and manufacturer are critical to making this program for Region 4 ESC and National IPA/TCPN participants work.

* - Aberdeen Group, the E-Procurement Benchmark Report

Desired Outcomes

As a result of solving the challenges above, SWA/VF will deliver the following outcomes with our “Seamless Partnership” Program.

Guaranteed Quality and Service

Through our “Seamless Partnership” Program, SWA/VF will provide only quality merchandise. In fact, we will back this with a written guarantee. Any product provided through this contract will be free from workmanship and material defects for a period of one year after purchase of the product. SWA/VF’s commitment is backed by VF Corporation, the largest apparel company in the world - a status achieved through the consistent sourcing and production of dependable, reliable product. Most work apparel and uniforms require some customization. And, since most customization is done right in our distribution center, SWA/VF has a great deal of control over quality as well as lead time. In 2015, we performed over 6 million customization options on garments. Through our program, employees will always look their best, projecting positive messages of safety, security and professionalism. Also, through our state of the art distribution centers and network SWA/VF can promise consistent, reliable delivery of product. We have over 15 million garments in stock daily and available for at-once shipment. Our goal is to have 95% of all items in stock at time of order. Over 100 years of experience in forecasting, inventory planning and inventory control make this possible. We have superior systems and processes in place for handling non-stock and made-to-measure garments as well. SWA/VF can ship on a timely basis to the Region 4 ESC and National IPA/TCPN participants in all fifty states, meeting and often exceeding the guidelines and requirements put forth in this request for proposal.

The Right Product at the Right Price

SWA/VF will provide Region 4 ESC and National IPA/TCPN participants with a very broad array of work apparel, uniforms and related product. Backed by the largest apparel company in the world, we can readily provide over 41,000 different styles, sizes and colors of work apparel and uniforms. Since we produce the vast majority of our product, outsourcing and related costs are kept to a minimum – which means better value to you. And our in-house customization of garments keeps prices market competitive.



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Hassle-Free Procurement of Work Apparel and Uniforms

SWA/VF will provide users of this program across the country with a hassle free order process. Users can elect to order by phone, fax, email, or website. Our web-based ordering system is ideal for ordering work apparel and uniforms from any computer in any city. We currently process over 2,000 orders a day online. Secured access with authorized products, styles and colors available for viewing make ordering quick and easy.

We also have a staff of 100 customer service representatives in place and ready to take orders by phone, fax, or email. A dedicated, toll-free phone number provides easy access for help in ordering or any customer service related question. And in the event that something has to be returned, instructions are provided in each shipment on how to do so. SWA/VF makes the entire process as efficient and pleasant as possible

The Bottom Line

SWA/VF will provide users of this contract with world-class service through state of the art distribution centers, proven order fulfillment processes and garment customization capabilities, which are unmatched in the uniform industry. We are very pleased to submit the attached "Seamless Partnership" program to Region 4 ESC Education Resource Center and National IPA/TCPN. We ask for your business.

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TAB 1
Entire Vendor Contract and Signature
Form (Pages 1–15, Appendix A)



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1. ENTIRE VENDOR CONTRACT AND SIGNATURE FORM (PGS. 1-15, APPENDIX A), GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM (APPENDIX D)

Please see the following completed Contract and Signature Form (pgs. 1-15, Appendix A), General Terms and Conditions Acceptance Form (Appendix D).



7145 West Tidwell Road ~ Houston, Texas 77092
(713) 462-7708
www.esc4.net

Publication Date: June 17, 2016

NOTICE TO OFFEROR

SUBMITTAL DEADLINE: Tuesday, July 19, 2016 @ 2:00 PM CT

Questions regarding this solicitation must be submitted in writing to Jason Wickel at questions@esc4.net or (713) 744-8189 no later than *July 7, 2016 at 5pm CT*. All questions and answers will be posted to both www.esc4.net and www.tcpn.org under [Solicitations](#). Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

**Request for Proposal (RFP)
by**

Region 4 Education Service Center (“ESC”)

for

Apparel, Uniforms, Accessories, Products and Services

**On behalf of itself, other government agencies and non-profits, made
available through The Cooperative Purchasing Network “TCPN.”**

Solicitation Number 16-08

PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Purchasing Cooperative Coordinator which will be held on **June 29, 2016 at 10:00 a.m.**, in the Region 4 ESC offices located at 7145 West Tidwell Road, Room # MCC 204, Houston Texas 77092. The purpose of this conference is to review the solicitation sections to allow potential offerors to ask questions and to identify areas in the solicitation that may be unclear.

To attend, the conference, Offeror must notify Jason Wickel, Purchasing Cooperative Coordinator at jason.wickel@esc4.net by, June 27, 2016. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions from Mr. Wickel.

Note: Envelopes must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of vendor. Electronic submissions of the RFP will not be accepted. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CT, at which time the bid opening process shall commence. Proposals will be collected in a conference room to be determined by Region 4 ESC and opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, shall be disqualified.

ATTENTION OFFERORS:

Submission of a proposal confers NO RIGHT on an Offeror to an award or to a subsequent contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a contract. Region 4 ESC reserves the right to amend the terms and provisions of the RFP, negotiate with a proposer, add, delete, or modify the contract and/or the terms of any proposal submitted, extend the deadline for submission of proposals, ask for best and final offers, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. An individual proposal may be rejected if it fails to meet any requirement of this RFP. Region 4 ESC may seek clarification from a proposer at any time, and failure to respond within a reasonable time frame is cause for rejection of a proposal.

Please be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by the State of Texas.

Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 Education Service Center ("ESC") must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offerors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Date

Authorized Signature & Title

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A. INTRODUCTION

I. Background on Region 4 Education Service Center

Region 4 Education Service Center (“Region 4 ESC” herein “Lead Public Agency”) on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Participating Agencies”) solicits proposals from qualified Offerors to enter into a Vendor Contract (“contract”) for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being “piggybackable”.

Region 4 ESC’s purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

II. What is the role of The Cooperative Purchasing Network (“TCPN”)

The Cooperative Purchasing Network (“TCPN”) assists Region 4 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the member. TCPN leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services. Through the TCPN solicitation process, Region 4 ESC awards contracts covering Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology and other goods and services industries.

III. Purpose of TCPN

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

IV. Customer Service

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

B. SCOPE

It is the intention of Region 4 ESC to establish a contract with vendor(s) for Apparel, Uniforms, Accessories, Products and Services. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

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

Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

While this solicitation specifically covers Apparel, Uniforms, Accessories, Products and Services. Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means the government entity advertising, soliciting, evaluating and awarding the contract. This definition also includes a public agency that meets the definition of a political subdivision, including a county, city, school district, state, public higher education or special district.

Lowest Pricing Available: means the overall lowest not-to-exceed price available for the specified goods or services at the time the vendor submits their proposal.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Offeror: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other invitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Region 4 or TCPN.

D. GENERAL TERMS AND INSTRUCTIONS TO OFFERORS

- I. **Submission of Response:** Unless otherwise specified in the solicitation, all submitted proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Please see format requirements below. **Vendor must also submit two (2) electronic proposals free of propriety information to be posted on Vendor information page if awarded a contract.**

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this proposal.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Offeror and shall be included with the response. (See Appendix D).

- II. **Proposal Format:** Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine. All forms are to be completed electronically.

Include a copy of the entire RFP document that you are responding to, prior to your tabulated response. This means that all pages prior to the Appendices must be included before Tab 1. Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

III. **Binder Tabs:**

- Tab 1 – Entire Vendor Contract and Signature Form (pgs. 1-15, Appendix A)
 - General Terms and Conditions Acceptance Form (Appendix D)
- Tab 2 – Questionnaire (Appendix E)
- Tab 3 – Company Profile (Appendix F, excluding References section)
- Tab 4 – Product / Services (Appendix B)
- Tab 5 – References (Appendix F)
- Tab 6 – Pricing (Appendix C)
- Tab 7 – Value Add (Appendix G)
- Tab 8 – Required Documents
 - Additional Required Documents (Appendix H)
 - Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4).

- IV. **Mailing of Proposals:** All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____
Company _____
Address _____
City, State, Zip _____
Solicitation Name and Number _____ Due Date and Time _____

- V. **Time for Receiving Proposals:** Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 will begin the process of opening all bids publicly by collecting all proposals received before the deadline in the room designated for the bid opening. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

VI. Inquiries and/or Discrepancies: Questions regarding this solicitation must be submitted in writing to Jason Wickel at questions@esc4.net or (713) 744-8189 no later than *July 7, 2016*. All questions and answers will be posted to both www.esc4.net and www.tcpn.org under **Solicitations**. Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

VII. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in Section "Inquiries and/or Discrepancies" in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

VIII. Calendar of Events (subject to change):

<u>Event</u>	<u>Date:</u>
Issue RFP	June 17, 2016
Pre-proposal Conference	June 29, 2016
Deadline for receipt of questions via email	July 7, 2016
Issue Addendum/a (if required)	To Be Determined
Proposal Due Date	July 19, 2016
Approval from Region 4 ESC	October 2016
Contract Effective Date	November 1, 2016

CONDITIONS OF SUBMITTING PROPOSALS

IX. Amendment of Proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

X. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any contracts entered into prior to Region 4 ESC receiving notice must be honored.

No Offeror should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

XI. Clarifications: Offeror may receive a written request to clarify, in writing, its proposal in order to determine whether a proposal should be considered for award. The process of clarification is not an opportunity for an Offeror to revise or modify its proposal, and any response by an Offeror to a written request for clarification that attempts to revise or modify its proposal shall be given no effect. The purpose of the request for clarification will be solely made for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, which may be corrected or waived in the leading agency's sole discretion.

XII. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the contract, and the Offeror shall receive notice of the rejection of its proposal.

XIII. Negotiations: Region 4 ESC shall determine which responsive proposals are in the competitive range and/or are reasonably susceptible of being selected for award. Proposals not in the competitive range may not be further evaluated. Proposals in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that Region 4 ESC decides to conduct negotiations, notice shall be provided to each Offeror whose proposal is being considered for award, which notice may identify, in general terms, the elements or factors upon which Region 4 ESC intends to base its negotiations. Offerors will not be assisted, in any way, to bring their proposal up to the level of other proposals through discussions. During the course of negotiations, no Offeror's technical proposal or pricing shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Region 4 ESC will also not indicate to Offeror a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Offerors' proposals or prices.

XIV. Best and Final Offer: Region 4 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

XV. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

XVI. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated then it is understood that the offeror is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

XVII. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements.

Submissions may be rejected for failing to submit samples as requested.

XVIII. Deviations and Exceptions: Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 4 ESC to award a manufacturer's complete line of products, when possible.

XIX. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 4 ESC. A contract is formed when Region 4 ESC's board signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response thus, eliminating the need for a formal signing process.

XX. Estimated Quantities: Region 4 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services, however, Region 4 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract is estimated to be up to and in excess of \$20 million a year. This information is provided solely as an aid to contract vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

XXI. Multiple Awards: membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 4 ESC

to fulfill current and future needs, Region 4 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 4 ESC.

- XXII. Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 4 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

- XXIII. Award or Rejection of Proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to participating agencies, price and other factors considered. Region 4 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, a proposal must have been submitted on time, and satisfy all mandatory requirements identified in this solicitation. Proposals that are materially non-responsive will be rejected and the Offeror will be provided notice of such rejection.

- XXIV. Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

1. Scope and breadth of products available
2. All products and services available
3. Pricing for all available products and services
4. Pricing for warranties on all products and services
5. Ability of Customers to verify that they received contract pricing
6. Payment methods
7. Other factors relevant to this section as submitted by the proposer

Performance Capability (25 Points)

1. Ability to deliver products and services nationally
2. Response to emergency orders
3. Average Fill Rate
4. Average on time delivery rate
5. Shipping charges
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines
8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
10. Invoicing process
11. Contract implementation/Customer transition
12. Financial condition of vendor
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
14. Offeror's safety record
15. Instructional materials
16. Other factors relevant to this section as submitted by the proposer

Qualification and Experience (25 Points)

1. Offeror's reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 4 ESC and/or TCPN members
4. Experience and qualification of key employees

5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 10 customer references relating to the products and services within this RFP
10. Other factors relevant to this section as submitted by the proposer

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the proposer

XXV. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXVI. Evaluation: A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance.

XXVII. Past Performance: An Offeror's performance and actions under previously awarded contracts are relevant in determining whether or not the Offeror is likely to provide quality goods and services to TCPN members; including the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer.

OPEN RECORDS POLICY

XXVIII. Proprietary Information: Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledge and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

PROTEST OF NON-AWARD

XXIX. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CT. No protest shall lie for a claim that the selected Vendor is not a responsible Offeror. Protests shall be filed with Robert Zingelmann and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

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

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of _____ 2016, by and between _____ and Region 4 Education Service Center ("Region 4 ESC") for the purchase of **Athletic and Physical Education Supplies and Uniforms***

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R_____.**"
 - Vendor delivers goods/services directly to the participating agency.

- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2 **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3 **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1 **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2 **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or

- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

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

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

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting**: The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:
- Vendor Name
 - TCPN Contract Number
 - Reporting Period/Year
 - Entity Name
 - Entity Address (Including Street, City, State & Zip)
 - Entity Purchase Order Number (Individual Purchase Order Numbers)
 - Purchase Order Date
 - Gross Sale Amount
 - Administrative Fee (Based on Gross Sale Amount)
 - If there are no sales to report, Vendor is still required to communicate that information via email

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
- Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.
- It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay 2.5% administrative fees monthly to TCPN. Administrative fees must be paid net 30 days after TCPN acceptance of the vendor's monthly report.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of

Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

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

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

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

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

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

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

VENDOR CONTRACT SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Company name ServiceWear Apparel, Inc.

Address 7135 Charlotte Pike, Suite 100

City/State/Zip Nashville, TN 37209

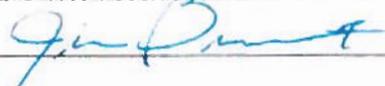
Telephone No. (615) 301-6191

Fax No. (615) 399-1438

Email address jburnett@smsholdings.com

Printed name Jim Burnett

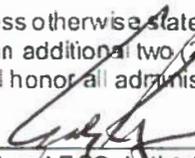
Position with company Executive Vice President

Authorized signature 

Accepted by The Cooperative Purchasing Network:

Term of contract **November 1, 2016** to **October 31, 2019**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

10/25/16
Date

Andy Reyes
Print Name


Region 4 ESC Authorized Board Member

10/25/16
Date

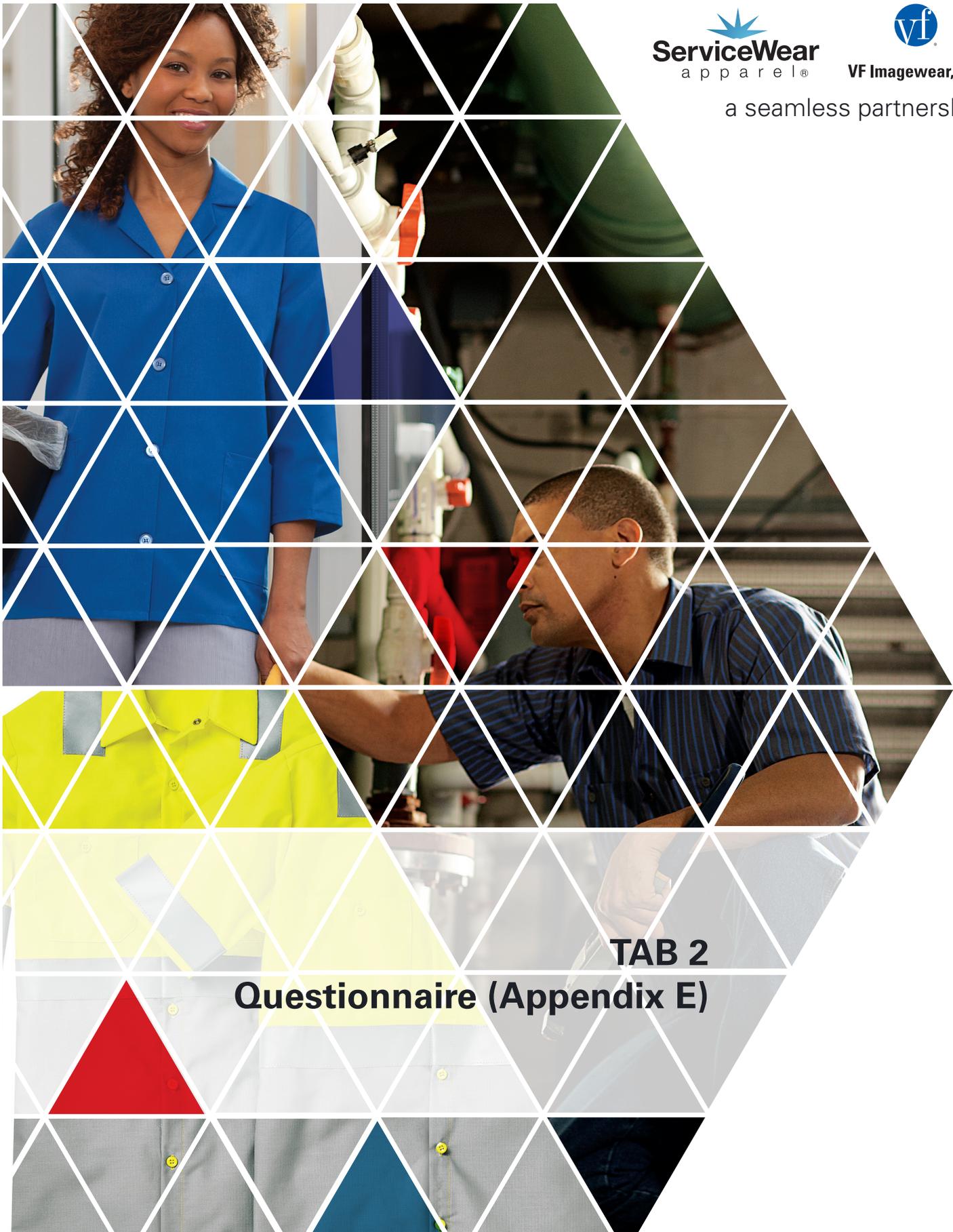
Rick Peebles
Print Name

TCPN Contract Number **R160801**



VF Imagewear, Inc.

a seamless partnership



TAB 2
Questionnaire (Appendix E)

TAB 2 - QUESTIONNAIRE

2. QUESTIONNAIRE (APPENDIX E)

Please see the following completed Questionnaire (Appendix E).

Appendix E: **QUESTIONNAIRE**

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

1. States Covered

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

Please indicate the price co-efficient for each state if it varies. (If applicable)

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

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

Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

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

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
- If the answer is yes, do you plan to offer your program or partnership through TCPN Yes No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
Yes No

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

3. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**

Offeror certifies that this firm is an MWBE Yes No

List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Offeror certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. **Disabled Veterans Business Enterprise (DVBE)**

Offeror certifies that this firm is a DVBE Yes No

List certifying agency: _____

d. **Historically Underutilized Businesses (HUB)**

Offeror certifies that this firm is a HUB Yes No

List certifying agency: _____

e. **Historically Underutilized Business Zone Enterprise (HUB Zone)**

Offeror certifies that this firm is a HUB Zone Yes No

List certifying agency: _____

f. **Other**

Offeror certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____

4. **Residency**

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

5. Felony Conviction Notice

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

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

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

8. **Pricing Information**

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

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

- Pricing submitted includes the required administrative fee. Yes No
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? Yes No

Diversity Program

ServiceWear Apparel and VF Imagewear (SWA/VF) are committed to supporting Small, Disadvantaged, Woman, Veteran, and Minority Owned Business Enterprises. By involvement in our cooperative purchasing program and expanding the capacity of product utilization throughout the United States, our goal has been to create new opportunities for and jobs within small, disadvantaged businesses.

Directly involved with our Uniform and Work Apparel Program for government agencies is our small business partner, Big Star Branding. Big Star, based in San Antonio, Texas, was founded in 1986 by Owner Kathie Rowe. Kathy and Elaine Soria lead the company and have established a reputation as an outstanding provider of T-shirts, screen printing, and promotional products. Big Star Branding has successfully met the established requirements of DOT's Disadvantaged Business Enterprise Program to be certified as a DBE by the South Central Texas Regional Certification Agency. They have also successfully met the established requirements of the South Central Texas Regional Certification Agency's Business Enterprise Certification Program to be certified as a SBE (Small Business Enterprise) and WBE (Women Business Enterprise). And, they are certified by the Texas Comptroller of Public Accounts as a HUB (Historically Underutilized Business). Current certificates for each of these certifications are included in this proposal. Big Star supplies T-shirts and performs screen printing for our customers.

Please see the following certifications for Big Star Branding which include:

- Texas Historically Underutilized Business (HUB) Certificate
- South Central Texas Regional Certification Agency – DBE
- South Central Texas Regional Certification Agency – SBE/WBE

SWA/VF's cooperative uniform program is also supportive of a large number of Small, Disadvantaged, Woman, Veteran, and Minority Owned Business Enterprises indirectly as evidenced by the list below. Each benefits as a result of our approach to diversity in suppliers.

<p>Boston Leather 1801 Eastwood Drive Sterling, IL 61081</p> <p>Type of Products: Public Safety accessories</p> <p>2015 Volume: \$600,007</p> <p>Certification: Small Business by Small Business Administration (SBA)</p>	<p>Midway Cap (WBE) 4513 West Armitage Avenue Chicago, IL 60639</p> <p>Type of Products: Uniform caps</p> <p>2015 Volume: \$188,707</p> <p>Certification: Woman-Owned Small Business by SBA PRO-net website</p>
<p>Rubin Brothers 2241 Halsted Street Chicago, IL 60608</p> <p>2015 Volume: \$1,883,423</p> <p>Type of Products: Shirts, pants, outerwear, high-visibility and fire-resistant garments</p> <p>Certification: Small Business by SBA</p>	<p>Stratton Hat Co. 3200 Randolph Street Bellwood, IL 60104</p> <p>2015 Volume: \$337,169</p> <p>Type of Products: High quality uniform hats</p> <p>Certification: Small Business by SBA</p>

<p>Belt Works, Inc. (WBE) 12 Dutch Hill Drive Carmel, NY 10512</p> <p>2015 Volume: \$337,169</p> <p>Type of Products: Belts</p>	<p>School Apparel, Inc. 838 Mitten Road Burlingame, CA 94010</p> <p>2015 Volume: \$257,081</p> <p>Type of Products: Sweaters</p> <p>Certification: Small Business by SBA</p>
<p>Headmost International, Inc. (M/WBE) 1910 S. Proforma Street Ontario, CA 91761</p> <p>2015 Volume: \$494,797</p> <p>Type of Products: Headwear</p> <p>Certification: Small Business by SBA</p>	<p>L.A. Custom Apparel (MBE) 2680 Temple Ave. Long Beach, CA 90806</p> <p>2015 Volume: \$420,633</p> <p>Type of Products: Jackets, uniforms, racewear</p> <p>Certification: Historically Underutilized Business Zone (HUBZone), Disadvantaged, Disabled Veteran, Minority-Owned Small Business by SBA</p>
<p>American Bootworks LLC 7415 Preston Highway Louisville, KY 40219</p> <p>2015 Volume: \$74,308</p> <p>Type of Products: Footwear</p> <p>Certification: Small Business by SBA</p>	<p>Reflective Apparel (WBE) 1649 Sands Place SE Marietta, GA 30067</p> <p>2015 Volume: \$211,153</p> <p>Type of Products: Hi-visibility apparel and headwear</p> <p>Certification: Woman-Owned Small Business by National Minority Supplier Development Council</p>
<p>ComforTEK Apparel 930 N. 4th Street Suite #270 Allentown, PA 18102</p> <p>2015 Volume: \$776,864</p> <p>Type of Products: Apparel</p> <p>Certification: Small Business by SBA</p>	<p>Berne Apparel Co. PO Box 530 Ossian, IN 46777</p> <p>2015 Volume: \$165,795</p> <p>Type of Products: Apparel</p> <p>Certification: Small Business by SBA</p>
<p>Cap America, Inc. One Cap America Drive Fredericktown, MD 63645</p> <p>2015 Volume: \$382,227</p> <p>Type of Products: Apparel</p> <p>Certification: Small Business by SBA</p>	<p>Wisconsin Knitwear, Inc. (MBE) 1111 West Lincoln Avenue Milwaukee, WI 53215</p> <p>2015 Volume: \$270,575</p> <p>Type of Products: Knitted headwear</p> <p>Certification: Minority-Owned Small Business by National Minority Supplier Development Council</p>

<p>The Emblem Authority (WBE) PO Box 8713 Asheville, NC 28814</p> <p>2015 Volume: \$77,977</p> <p>Type of Products: Emblems</p> <p>Certification: Woman-Owned Small Business by Women’s Business National Council</p>	<p>Cobmex Apparel Ltd. 2483 Walden Ave, Ste. 200 Cheektowaga, NY 14225</p> <p>2015 Volume: \$798,321</p> <p>Type of Products: Sweaters</p> <p>Certification: Small Business by SBA</p>
<p>Drifire, LLC 300 W. Adams, Suite 500 Chicago, IL 60606</p> <p>2015 Volume: \$83,510</p> <p>Type of Products: Shirts, pants, outerwear, high-visibility and fire-resistant garments</p> <p>Certification: Small Business by SBA</p>	<p>Edwards Garment Company 4900 South 9th Street Kalamazoo, MI 49009</p> <p>2015 Volume: \$146,772</p> <p>Type of Products: Jackets, uniforms, pants</p> <p>Certification: Small Business by SBA</p>
<p>Elbeco Incorporated 4418 Pottsville Pike Reading, PA 19605</p> <p>2015 Volume: \$223,608</p> <p>Type of Products: Apparel</p> <p>Certification: Small Business by SBA</p>	<p>Fox River Mills, Inc. 227 Poplar Street Osage, IA 50461</p> <p>2015 Volume: \$78,996</p> <p>Type of Products: Apparel</p> <p>Certification: Small Business by SBA</p>
<p>Hat Trap Inc. PO Box 12555 Ft. Wayne, IN 46863</p> <p>2015 Volume: \$ 20,680</p> <p>Type of Products: Headwear</p> <p>Certification: Small Business by SBA</p>	<p>Henschel Manufacturing 1706 Olive Street St. Louis, MO 63103</p> <p>2015 Volume: \$213,739</p> <p>Type of Products: Apparel</p> <p>Certification: Small Business by SBA</p>
<p>Mad Hatter (VOSB) 11861 Westline Industries Drive St. Louis, MO 63146</p> <p>2015 Volume: \$184,156</p> <p>Type of Products: Headwear</p> <p>Certification: Small Business by SBA, Veteran Owned Business</p>	<p>National Safety Apparel 15825 Industrial Parkway Cleveland, OH 44135</p> <p>2015 Volume: \$534,300</p> <p>Type of Products: Apparel</p> <p>Certification: Small Business by SBA</p>

<p>Neese Industries, Inc. PO Box 1059 Gonzales, LA 70737</p> <p>2015 Volume: \$314,839</p> <p>Type of Products: Shirts, pants, outerwear, high-visibility garments</p> <p>Certification: Small Business by SBA</p>	<p>Pro-Feet, Inc. 2220 Anthony Road Burlington, NC 27216</p> <p>2015 Volume: \$680,222</p> <p>Type of Products: Accessories</p> <p>Certification: Small Business by SBA</p>
<p>S.Broome & Company, Inc. 33-00 47th Avenue Long Island City, NY 11101</p> <p>2015 Volume: \$154,889</p> <p>Type of Products: Neckwear</p> <p>Certification: Small Business by SBA</p>	<p>RHE Hatco, Inc. 601 Marion Drive Garland, TX 75402</p> <p>2015 Volume: \$13,924</p> <p>Type of Products: Headwear</p> <p>Certification: Small Business by SBA</p>



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1742650095900
File/Vendor Number:	066325
Approval Date:	30-JUN-2016
Scheduled Expiration Date:	30-JUN-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

BIG STAR BRANDING

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 01-JUL-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

South Central Texas Regional Certification Agency

of Bexar County, Texas hereby duly affirms that:

Expressive T-Shirts, Inc DBA Big Star Branding

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be certified as a

*SBE WBE

Certified NAICS Codes:

NAICS-315999: OTHER APPAREL ACCESSORIES AND OTHER APPAREL MANUFACTURING (DEACTIVATED IN 2012 CODESET)

NAICS-323113: COMMERCIAL SCREEN PRINTING

NAICS-453220: GIFT, NOVELTY, AND SOUVENIR STORES



Certification Number: 216070325

Effective Date: July 7, 2016

Expiration Date: July 31, 2018

Julio Fuentes,
Executive Director

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.

South Central Texas Regional Certification Agency

of Bexar County, Texas hereby duly affirms that:

Expressive T-Shirts, Inc DBA Big Star Branding

has successfully met the established requirements of DOT's Disadvantaged Business Enterprise Program to be certified as a

Disadvantaged Business Enterprise (DBE)

Certified NAICS Codes:

NAICS-315999: OTHER APPAREL ACCESSORIES AND OTHER APPAREL MANUFACTURING (DEACTIVATED IN 2012 CODESET)

NAICS-323113: COMMERCIAL SCREEN PRINTING

NAICS-453220: GIFT, NOVELTY, AND SOUVENIR STORES

Certification Number: 216070325

Effective Date: July 7, 2016



Julio Fuentes,
Executive Director



Note: This certificate is the property of the SCTRCA's and may be revoked should the above named firm graduate from or fails to comply with Department of Transportation's Disadvantaged Business Enterprise Program. Pursuant to 49 CFR Part 26.83 (j) an Annual Update Affidavit must be provided to affirm that your firm continues to meet SBA business size criteria and the overall gross receipts cap of this part.



VF Imagewear, Inc.

a seamless partnership



TAB 3
Company Profile (Appendix F,
Excluding References Section)

TAB 3 – COMPANY PROFILE

3. COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES SECTION)

1. *Company’s official registered name.*

ServiceWear Apparel, Inc. (an SMS Holdings Company)

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

ServiceWear Apparel, Inc.

ServiceWear Apparel, Inc. is a subsidiary of SMS Holdings. Since 1988 SMS Holdings has set the standard for exceptional service, proven processes and management excellence. This dedication starts with the SMS executive team whose energy, ambition and entrepreneurship led them to create a unique approach to providing professionally managed services to large, high-profile accounts in the public and private sectors.

The approach is simple: recruit and hire the right people to deliver the best in service and quality; create systems and processes that maximize value and service; and then execute in a “Whatever it Takes” approach to ensure the needs our customers first and foremost. We founded ServiceWear Apparel in 2009 for the express purpose of supplying the needs of the government marketplace with the best uniform program possible: the best in pricing, the best in product selection and most importantly, the best in service.

SMS Holdings Corp.	
    	
Address and Phone Number	SMS Holdings Corp 7135 Charlotte Pike, Suite 100 Nashville, TN 37209 (615) 399-1839
Annualized Sales	\$233,000,000
Employees	8,600
Year Started	1988
Markets Served	Federal, State and Local Government, Shopping Centers, Airports, Healthcare Facilities, Resort Hotels, Arenas, Public & Commercial Accounts
Website	www.smsholdings.com
Executive Team	Chairman, CEO: Keith Wolken
	CAO, CFO: Hiram Cox
	EVP, CDO: Jim Burnett

Our Core Purpose

Our purpose is to provide superior specialized services through the management of systems and people that allow our customers to focus on their core business and opportunities for economic growth and security to our employees.

Our Business Philosophy

We will be the best in the world at providing well-trained, dedicated people, systems and processes proven to deliver a superior level of essential services.

Our passion is to do whatever it takes to exceed our customers' expectations. This is a combination of our people, teamwork and our constant striving to be the best at what we do. It leads us to a consistent level of profitable growth and an enviable level of success. We will serve major customers, both private and governmental, who seek to focus on their core business and understand the benefits of outsourcing.

VF Imagewear, Inc.

VF Imagewear is part of VF Corporation, the world's largest apparel company. VF Corporation is comprised of over 64,000 employees in 22 countries and over 100 years of experience (established in 1899). VF Imagewear joins a respected group of VF Corporation brands including **Lee®**, **Wrangler®**, **The North Face®**, **Nautica®** and **JanSport®** — plus many, many more.

VF Imagewear, Inc.	
 VF Imagewear, Inc.	
Address and Phone Number	VF Corporation 105 Corporate Center Greensboro, NC 27408 (336) 424-6000
Annualized Sales	\$12,400,000,000
Employees	64,000
Year Started	1899
Markets Served	Global Apparel, Footwear and Accessories Markets
Website	www.vfc.com
Executive Team	Chairman, CEO: Eric Wiseman
	CAO, CFO: Steven Rendle
	EVP, CDO: Scott Roe

Values & Vision

We will grow by building leading lifestyle brands that excite consumers around the world. Our One VF culture is perpetually driven — focused on constant innovation. Using deep research and insights, we combine the art and science of apparel to create products that excite consumers and inspire brand loyalty.

We responsibly manage the industry's most efficient and complex supply chain, which spans multiple geographies, product categories and distribution channels.

Our goal is to continuously exceed the expectations of our consumers, shareholders and business partners. We help our retail partners win with consistently solid execution and outstanding service. And we continually find ways to improve our performance and generate bottom line results.

Our associates are the engine of our success. They share a deep commitment to diversity — in people and ideas. We conduct business with the highest levels of honesty, integrity and respect for others and we foster a positive work environment based on creativity, collaboration and congeniality. These are the things that make us a leader. These are the things that make us VF.

VF Imagewear combines the strength of parent, VF Corporation with the experience of being the leading supplier of uniform apparel to provide unique products and services to your company. We offer unparalleled expertise, innovation, customer focus and a commitment to your total satisfaction. We are the global leader in designing, implementing and managing uniform and career apparel programs. We deliver comfort, quality and functionality from the boardroom to the factory floor.

VF's expertise and experience in manufacturing are further outlined in detail in this proposal. VF will manufacture and source work apparel and uniforms for this contract. VF is the leading manufacturer of uniforms to the reseller and rental laundry channels for government and commercial businesses. Currently, VF owns and operates three manufacturing plants. In addition, VF has the ability to source product on every continent.

VF will manage the supply chain for this contract. Supply chain management includes:

- 1) Forecasting future sales
- 2) Executing inventory plans to acquire product
- 3) Maintaining inventory control
- 4) Processing orders in VF distribution centers
- 5) Shipping to the customer.

The ultimate goal is to have the right product in-stock at the time the customer places an order. VF has millions of garments valued at over \$180 million in stock for immediate shipment.

VF will also utilize our customer service call centers and program management team to assist SWA in servicing this contract. VF has a large, well-trained customer service staff that will work directly with customers using this contract. VF has sophisticated, e-commerce enabled web sites, which will further enhance customer service.

Three additional capabilities further set VF apart from other uniform providers. 1. VF has developed expansive garment customization capabilities within our distribution centers. VF routinely customizes tens of thousands of garments each month. This is a critical capability to serve a national uniform contract. 2. VF carries extensive stock size scales for garments. 3. VF maintains non-stock and made-to-measure garment processes that ensure every employee can be fit into a uniform regardless of shape or size.

The strengths and synergies between ServiceWear Apparel and VF Imagewear combine to create a highly dynamic service offering for government agencies.

3. Duns and Bradstreet (D&B) numbers.

SMS Holdings: 12-231-2288

VF Corporation: 04-404-8013

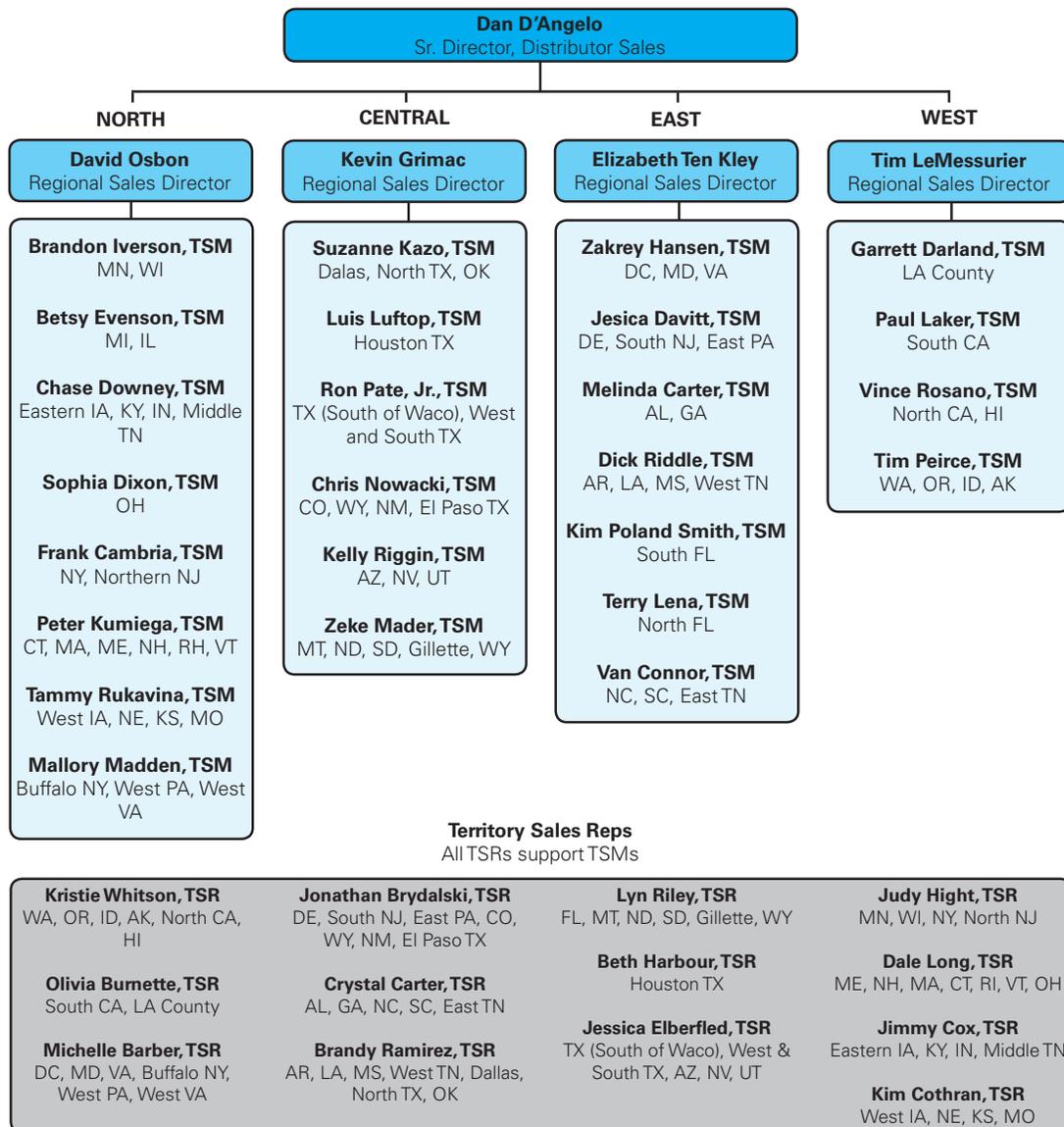
4. Corporate office locations.

ServiceWear Apparel, Inc.
7135 Charlotte Pike, Suite 100
Nashville, TN 37209

VF Imagewear, Inc.
545 Marriott Drive, Suite 200
PO Box 140995
Nashville, TN 37214-0995

5. List the total number of sales person employed by your organization within the United States, broken down by market.

SWAVF through its “Seamless Partnership” develops new business with an integrated sales and marketing effort. Jim Burnett, Executive Vice President and Chief Development Officer of ServiceWear Apparel and Matt Hirsch, National Sales Director for VF Imagewear lead the effort. Jim directs two Business Development Managers, Paul Mackey and L.K. Cafiero who are responsible for all of the sales activity in the Eastern and Western United States respectively. Joining Matt Hirsch in coordinating sales activity nationally are Jim Weisensale, U.S. Sales Manager and Ashley Smith, National Sales Representative. They interact and provide direction to VF’s national sales force under the leadership of Senior Director of Distributor Sales, Dan D’Angelo, four Regional Sales Directors (RSDs), 26 Territory Sales Managers (TSMs) and 13 inside sales reps (TSRs). To follow is a breakdown by markets.



7. List the number and location of offices, or service centers for all states being offered in solicitation.

Corporate Offices:

VF Imagewear, 545 Marriott Drive, Nashville, TN 37214
ServiceWear Apparel, 7135 Charlotte Pike, Nashville TN 37209

Distribution Centers:

1552 Archibald Ave., Ontario, CA 91761
554 Hickory Hills Blvd., Whites Creek, TN 37189
1209 Lathrop Street, Houston, TX 77020
7620 Cetronia Road, Allentown, PA 18106

8. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

Sales

Jim Weisensale, U.S. Sales Manager – VF Imagewear

Jim has over 35 years of sales experience, providing problem-solving solutions for customers to help them grow their business, bottom line, and assist them with all their garment needs. He has spent 10 years in various positions with VF Imagewear. Prior to his service with VF, Jim spent seven years as an outside sales rep for two large direct sale companies, receiving top honors with both, and 18 years in the industrial laundry arena, holding various positions including Sales Manager, Processing General Manager, and Regional Manager.

Ashley Smith, National Sales Representative – VF Imagewear

Ashley has been a sales leader in the uniform apparel industry since joining VF Imagewear nine years ago. Over the last five years she has developed and managed the growth of uniform, protective, and service apparel programs for a select group of globally recognized supply companies. Ashley brings her commitment to service, technical background and strong organizational skills to the SWAVF sales effort.

LK Cafiero, Business Development Manager – ServiceWear Apparel

LK has seven years of experience in uniforms and work apparel, starting out in laundry/rental and moving into direct purchase. She worked with small, medium, and large commercial businesses, managed national accounts and a large sales territory. LK now focuses solely on government and nonprofit agencies working with procurement departments, supply chain managers, department managers and end users. She consults with new customers on uniform and apparel needs, and manages the western half of the US.

Paul Mackey, Business Development Manager – ServiceWear Apparel

Paul served six years in the uniform rental business in both sales and management before joining ServiceWear Apparel. Most recently he served as a regional sales manager covering the State of Florida responsible for all categories. Paul now focuses solely on government and nonprofit agencies working with procurement departments, supply chain managers, department managers and end users. He is responsible for managing our sales efforts in the eastern half of the United States.

Sales Support

Scott Bryant, Marketing Account Executive – ServiceWear Apparel

Scott has over 15 years of marketing, advertising and sales experience, working both in for-profit and non-profits organizations. He has extensive knowledge in guiding businesses to maximize their revenue growth by utilizing multi-faceted marketing campaigns. Scott manages our lead generation activity and coordinates all of our tradeshow activity. He manages marketing initiatives for ServiceWear Apparel, and supports the sales team to ensure sales objectives are met.

Dianne Gregory, Director of Customer Process and Development – VF Imagewear

Dianne brings 30 years experience with VF Imagewear ranging from customer support, supply chain management, and account management. Dianne and her team have managed the current cooperative purchasing accounts as well as GSA Federal contract sales for the past 5 years. The primary objective for this team is to work with each customer beginning with product identification and continuing through the startup phase ensuring a smooth transition to a new uniform program.

Charlene Dishman, Account Manager – VF Imagewear

Charlene joined the VF Imagewear team 16 years ago with strong customer service skills and the ability to manage complex programs. During eight of these 16 years of service, Charlene served as Team Leader for direct managed program accounts, which required multitasking and strong communicating skills. After receiving her Bachelor's degree, Charlene moved into Account Management with a commitment to help build processes, provide technical support with accounts, and help manage new accounts.

Susan Edmondson, Account Manager – VF Imagewear

Susie has been on the Account Management Team for ServiceWear Apparel for the past five years. She provides problem-solving solutions for our customers. She also manages program and online accounts. She brings commitment and 30 years of experience in the apparel industry, holding various positions at Horace Small and R & R Uniforms.

Amanda Ballard, Customer Support Manager – VF Imagewear

Amanda has been with VF for over 18 years and manages our Customer Support Call Center for Direct Managed Programs. Her team of representatives focus on delivering exceptional customer service in fulfilling orders and supporting government agencies. Amanda works closely with the account management team and other departments to represent the customer's needs and requirements. She was heavily involved with the initial launch of our cooperative purchasing program. Under her leadership, Customer Support is always looking to improve their processes and expand their knowledge of the business and product offerings. In 2015, her call center was named the ICMI Small to Medium Contact Center of the Year over various nationally recognized businesses.

Marketing

Stacy Winn, Manager of Marketing and Sales Support – SMS Holdings

Stacy has over ten years of marketing, sales, and management experience. She joined SMS Holdings in March of 2009 where she has worked with all of our operating companies to plan and execute marketing initiatives. Before moving into her current role, she directly supported ServiceWear Apparel and all of our marketing initiatives. As Manager of Marketing and Sales Support, she oversees the marketing team while developing and executing strategic marketing plans and objectives for SMS Holdings.

Financial Reporting

Glenn Bowron, CPA, Vice President, Corporate Controller – SMS Holdings

Glenn leads all Accounting for ServiceWear and SMS Holdings, with accounts payable, accounts receivable, billing and payroll departments working under his direction. He joined SMS Holdings in 2003, bringing with him 25 years of financial management experience with companies such as Hospital Corporation of America and Shoney's Inc., as well as two international CPA firms specializing in service industry consulting, healthcare, and finance. Glenn's financial management experience includes SEC reporting, capital finance, mergers and acquisitions, and accounting/management system implementation. He and his team are integral to handling all accounting, collections, and reporting for ServiceWear.

Martha Harding, Director of Accounting – SMS Holdings

Martha joined the SMS Holdings team in May of 2002. Her initial focus when joining SMS Holdings was in the accounts payable department. Martha is now the Director of Accounting and has oversight over the Accounting related departments (Staff Accountants, Accounts Payable and Accounts Receivable) as well as the Telecom and eFunds departments. She reports directly to Glenn Bowron and plays a key role for ServiceWear.

Janet Henderson, Accounting Operations Supervisor – SMS Holdings

Janet joined the SMS Holdings team in August of 2003. Janet has a wealth of knowledge in accounts receivable and accounts payable. As the Accounting Operations Supervisor, she oversees the accounts receivable team and ensures that money collected is applied accurately and timely, monitors the outstanding AR balances and coordinates collection efforts if needed. She and her team handle all collections for ServiceWear and interface with agencies when questions arise.

Executive Support

Jim Burnett, EVP/CDO – ServiceWear Apparel/SMS Holdings

Jim brings over 35 years of experience in sales, marketing, and management to the "Right Fit" team. He has worked for several major national corporations and also served as a Congressional Chief of Staff. He joined SMS Holdings in June of 2003. He serves on the company's Executive, Governance and Strategic Planning Committees. He oversees the operation and administration of the company's government contracts. Jim leads ServiceWear Apparel, Inc. and focuses heavily on the administration of this contract, major customer relationships, and our integrated sales and marketing efforts.

Matt Hirsch, Director of Sales, National Accounts – VF Imagewear

Matt joined VF Imagewear in 1999 and has 25 years of experience in the workwear and uniform industry. He has been actively involved with government sales as a Territory Sales Representative and West Region Sales Manager, preceded by two years as an independent manufacturer's rep carrying eleven uniform & equipment product lines covering ten Western and Midwestern states. Now as Director of National Accounts, he currently leads a team responsible for managing VF Imagewear's largest customers. He and his team own the corporate relationships and set the field sales strategy for local branch engagement to drive sales growth across territories and regions. He manages VF's role in this cooperative purchasing program for uniforms and work apparel and directs corporate resources in support of the SWA/VF "Seamless Partnership."

9. Define your standard terms of payment.

Payment is due within 30 days of receipt of goods. Accounts are invoiced as product ships and only on garments actually shipping. We have two basic types of accounts, Credit Card and Net 30. Each agency or department may have one of each. For Net 30 accounts only, we offer a 2% discount on payments received within 10 days. In regards to forms of payment, we can accept ACH and wire transactions, in addition to check or credit card

10. Who is your competition in the marketplace?

There are thousands of companies across the country that sell uniforms. But, that is where the similarities end. SWA/VF has the only comprehensive direct purchase occupational work apparel and uniform program created for and available through cooperative purchasing. Backed by VF, the largest manufacturer of work apparel in the world, we have a very unique program and product offering.

11. Overall annual sales for last three (3) years; 2012, 2013, 2014.

**The following annual sales are marked proprietary*

12. Overall public sector sales, excluding Federal Government, for last three (3) years; 2012, 2013, 2014.

ServiceWear Apparel's focus is non-federal public sector sales. While we expect some growth outside of the sector, we created the company to serve state and local government agencies and nonprofits. Public sector sales figures are the same as above.

13. What is your strategy to increase market share?

Over the course of the last six years, the SWA/VF partnership has grown strong and our approach to growing our market share through cooperative purchasing has evolved. We have added sales resources on both sides of the partnership and have intensified our focus on this growing market. Our strategy is to continue to invest and focus our efforts on the government marketplace, but importantly to partner with Region 4 ESC, National IPA/TCPN to expand our reach. We firmly believe that the field resources in place and approach to business that National IPA/TCPN take when combined with our industry acumen and drive to succeed, is a sure recipe for success. Additionally, we will use extensive marketing communications campaigns and other initiatives as outlined in our Marketing Plan to tout the benefits of our program and the new relationship with National IPA/TCPN. We have valued the non-federal government marketplace for the direct purchase of occupational work apparel and uniforms at over \$400m annually. We believe that we have only scratched the surface of this opportunity and that an alliance with Region 4 ESC and National IPA/TCPN is an important strategic move.

14. What differentiates your company from competitors?

We provide so much more than the vast majority of uniform distributors. It starts with our consultative support to help the agency choose the best garments for their particular application. We have an Account Management team that walks the agency through every segment of their purchase. Customers have a dedicated member of this team assigned to them for continuous support. We also offer a managed program for larger agencies that need a more comprehensive solution. There are very few companies that go to the lengths that we do to meet the unique needs of government agencies and nonprofits.

15. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

Our on-line catalog/ordering website capability and functionality can be described in one word - Robust. SWAVF has our entire catalog accessible online. Government agencies can browse our catalog and see everything we have available. The online catalog includes valuable information on product specifications, colors available, and range of sizes offered as stock garments. It is a very valuable research tool for the agencies.

Many of our customers choose online ordering as the preferred method of purchasing. For those choosing to place orders online, our Account Management team works with the agency to set up secured access to those products that they have chosen and authorized for purchase. This includes the various customizations needed and chosen by the agency. These are all identified for use by the appropriate department or user group, leaving little to chance in ordering.

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

SWAVF maintains a Customer Service Call Center of over 100 Customer Service Representatives (CSR's) to both take orders and provide product information. This group is managed by a talented team who work together to meet the expectations of each customer. The Call Center is currently running at 80% of its capacity with room for expansion. Our mission is total customer satisfaction. To achieve this mission, our Customer Service does the following:

- Operates from 7:00 a.m. to 5:00 p.m. Central Time, Monday through Friday. Hours are expandable to meet peak workload demands.
- A lead customer service team will be assigned to be experts on the Region 4 and National IPA/TCPN Contract and will be designated as the primary points of contact with a dedicated toll free phone number for use by all agencies.
- Customer Service and Program Manager will meet monthly to review issues related to the contract and usage.
- Customer Service may be contacted by using a toll-free phone number, fax, email and web site.

The customer service call center currently handles 22 incoming toll free telephone lines and 6 toll free fax lines. The CSR's answer 265,000 calls annually, and respond to 32,000 emails received. On a daily basis over 2,000 customer orders are entered by this group into the Order Management system and processed. Symposium software is used to manage call volume by directing calls to the appropriate person and collects date to produce management report.

Our Customer Service Department is integral to problem resolution. This team is trained to aid in all levels of issues that may arise. If customer service cannot satisfy your needs they will escalate the issue to an account manager who will work with you to resolve the issue. And, when we get a call regarding a special request or emergency order, we make the necessary arrangements to try and meet the particular need requested.

Our customer service department plays a significant role in our overall outstanding service delivery as backed up by the following statistics: We have an average fill rate of 98% on stock product and an on time delivery rate of 95%. We are the leader in the industry because we provide superior service, and are very in tune to our customer's needs.

17. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

ServiceWear Apparel, Inc. has never been involved in any litigation, bankruptcy, or reorganization since we've been in business.

Administration

25. Describe your company's implementation and success with existing cooperative purchasing programs, if any and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

ServiceWear Apparel and VF Imagewear created the first direct purchase program for uniforms and work apparel for use in cooperative purchasing. Since February of 2010, we have been a supplier partner of the U.S. Communities Purchasing Alliance. We fully understand cooperative purchasing and the needs of government agencies and nonprofits when it comes to procurement. We also fully understand what it takes to provide the consistent level of service needed in the government marketplace. Our experience makes us uniquely qualified to serve Region 4 ESC, National IPA/TCPN and those agencies wishing to piggyback off of this contract. Our planning and experience will ensure a successful implementation and early adoption of this new program. Our supplier manager with U.S. Communities is Tyler McCall who can be reached at tmccall@uscommunities.org or 704-776-3193.

26. Describe the capacity of your company to report monthly sales through this agreement.

We understand and have the capability to report sales through this agreement on a monthly basis. We discuss this in more detail in item 27 below.

27. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Upon request, we can provide management reporting on sales within each department and/or the agency as a whole.

28. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

SWA/VF has a great deal of experience in managing uniform programs. VF Imagewear through its decades of experience with the Federal Government has developed numerous systems and processes to benefit government agencies. ServiceWear Apparel in partnership with VF have applied those in their service to school districts, universities, state and local government agencies, and nonprofits. Throughout this proposal you will find examples of our proven formula for success. We provide further detail here.

Fixed Annual Pricing: SWA/VF is willing to guarantee fixed annual pricing to our cooperative customers. We believe that this is beneficial to agencies in the budget process and throughout the year. Not having to worry about fluctuations in synthetics or the cotton market and surprise price increases, is obviously beneficial. So we highly recommend that we continue with this policy for Region 4 and participating agencies through this contract. In return, we would review our pricing on an item by item basis annually and request adjustments up or down in advance of the end of the year. Once approved by Region 4, we would publish adjusted pricing good from February 1 to January 31 of the following year. Pricing is adjusted on an item-by-item basis based on cost of manufacturing, raw materials, supply and demand. Some items will experience price declines, some will hold steady, most will see modest increases.

No Oversize Charges: Additionally beneficial to the budgeting process, as well as a major cost savings to agencies, we would offer our garments at the same price regardless of size. Most uniform companies charge extra for a size of 2XL and above. This can easily add 30% or more to an agency's overall cost as most have a large number of men and women who require "Oversizes". We recommend that we continue this practice with Region 4. This would allow agencies needing shirts in 4X, 5X, 6X, or whatever the size might be in shirts, pants, or outerwear, to purchase at the same price as a Small, Medium, or Large.

Fit Sets: Another practice resulting in savings on hard and soft costs, and a lot of frustration that we recommend is the use of "Fit Sets". Pioneered with the Federal Government, the use of Fit Sets eliminates the need for a local storefront for measuring whose major contribution to a uniform program is an unnecessary overhead cost. A Fit Set can be maintained right onsite for immediate use by the agency and its employees for sizing. There is no need for employees to spend time out of the office, driving across town just to try on shirts and pants. Each manufacturer has multiple patterns in use causing variations in sizing. Retail brands use vanity sizing to flatter the wearer into thinking they are smaller than they are. We recommend Fit Sets as they eliminate a major problem area for most uniform programs: miss-sizing and a lot of returns. The Set includes the exact garments that the agency has selected for use in a broad range of sizes. Employees get an exact fit every time. We sell these to the agency at the normal discounted price of the garment. They can choose to use them just for their initial sizing and return them in 30 days in resaleable condition for a full refund. Or, they can do what many do, choose to maintain them onsite for continued use with new hires, and employees with fluctuating waistlines.

Garment Samples: Fit Sets are not to be confused with samples needed by Region 4 or an agency for the evaluation of garments. We are happy to make those available, within reason, at no charge. Our sales team and account management team will advise an agency on what garment options best meet the needs of the department or job application. But, it is also a normal part of the process for buyers to want to physically examine the product. Upon request, we will ship the garments to the agency or deliver them in person. We only ask that the samples be returned to us in resaleable condition within 30 days. Also, is not unusual for Police or Fire Departments to want to "wear test" garments in the decision making process. We consult with those departments on what garments best meet their needs and then provide them at no charge. We do not require that the wear-tested uniforms be returned.

Shipping and Order Fulfillment: Our experience with shipping and order fulfillment is that most uniform distributors often take between four to six weeks to fulfill orders. This is due to a number of factors, including insufficient inventory, outsourcing of customization, and lack of technology. It is one thing to promise seven days, it is another to actually meet it, and consistently. We recommend that SWA/VF working through Region 4 continue to keep the promise of a 14 day turnaround on stock items from order placement to delivery that we offer in our current cooperative program. We can commit to this given that VF is the largest manufacturer of apparel and work apparel in the world. SWA/VF pulls directly from the over 15 million garments in stock daily in VF's state of the art distribution centers. We also have as many as 300 customization operators working onsite at the distribution center, which eliminates not only lag time contributing to delays in shipping, but ensures consistent quality in embroidery, hemming, striping, and other needed customizations. It is our experience that the vast majority of government agencies' orders will require some customization. In practice, we often turn orders in ten days or less. We would continue to offer nonstock garments as well, as these might include the very large sizes or fit a special need. Nonstocks require six to eight weeks, as they must be manufactured or sourced. By the way, we do not charge for hemming, or digitizing an agency's logos for embroidery.

Minimum Order: One of the major benefits of the SWA/VF Program is transparency and lack of hidden charges and fees. In addition to no oversize charges, no fees for hemming, or digitizing logos, we include no shipping or handling charges in our pricing. We have a \$100 minimum order, which is easy for agencies to meet. As with our current customers, we will continue to offer free shipping to those meeting the minimum ship. We would also recommend that we offer the option to agencies to order at less than minimum and pay a fee for shipping. Our experience is that the vast majority of orders meet the minimum, but we have also found that there are sometimes agencies or circumstances that could be served with this new option.

Reporting Requirements: SWA/VF have information systems in place that provide us with an array of internal and external reporting options. In our current cooperative program, we are accustomed to reporting monthly and provide the majority of the fields you have specified in this solicitation. You also ask for individual PO numbers with dates. If absolutely necessary, we can make the additional investment to allow us to include this information. However, it is our recommendation that we provide you with the aggregated total monthly purchase amount for each department level account within each participating agency. This will provide you with significant detail without having to wade through what could be volumes of data as some apparel customers may produce literally hundreds of POs every month.

Green Initiatives

29. Please provide your company's environmental policy and/or green initiative.

SWA/VF believes in operating in a manner that protects the environment. Specific programs at our headquarters, distribution, and satellite locations have been designed and implemented to significantly reduce, reuse, recycle and recover at every touch point in our business, from back office systems to packaging and promotion.

ServiceWear Apparel Corporate Support Center Initiatives

- **Employee Workflow System:** This system saves about 500 cases of paper per year. SMS Holdings and its subsidiaries alone employ domestically about 8,600 people. The Employee Workflow Systems allow Corporate Headquarters to process all applicants, new hires and employee status change requests (pay changes, terminations, W-2 changes, etc.) without printing out one sheet of paper. There are roughly 20 pages of forms that each employee completes between the application and the employment process. In the past, these were printed, filled out, and faxed into our Corporate Headquarters. Today each page, which is now an electronic image, is tagged by the Workflow system and electronically routed to the appropriate person or persons. The employees who process these forms have dual monitor configurations at their workstations so they can see the form image on one screen and the system needing the data on their other screen. Additionally, the Workflow system causes the forms to be electronically archived into our imaging system to later access.
- **Recycling Paper:** At our Corporate Headquarters, we recycle most paper through weekly pick-ups of large trash bins by a recycling vendor.
- **Automated Collection of Time Punches:** We've implemented systems that automatically collect time punches into electronic devices versus punching onto cards or handwriting on paper. This approach saves thousands of timecards and countless reams of paper.
- **Server Virtualization:** Our computer server strategy includes using Virtual Servers. Virtual Servers allow us to convert data from one software system (application) per server to multiple software systems per server. This allows us to minimize the number of servers that need to be powered and cooled at both our primary and secondary server locations.
- **Automated Supplier Invoicing:** We've implemented a workflow system where our suppliers can invoice us in a completely automated fashion through providing us with a data feed or entering the invoice data into a supplier portal and totally omit the paper.

VF Imagewear Sustainability Initiatives

When it comes to sustainability, no time in VF's 115-year history was more pivotal than 2014. VF launched our first global, comprehensive Sustainability & Responsibility report, which provides an in-depth look at our sustainability aspirations, goals and measurable achievements. The report – a starting point for greater transparency into our plans and actions – serves to inspire our global associates and business partners to operate in a way that favorably influences everything we do.

The report also details the actions we are taking to help lead the industry into a more sustainable future. For example, our innovative chemicals management program, CHEM-IQSM, breaks the paradigm that exists in the apparel industry today. Instead of analyzing products for the presence of harmful chemicals after production, CHEM-IQSM aims to prevent such chemicals from entering the supply chain in the first place. This program has already shown great promise, and we will expand it across our global supply chain in 2015.

Sustainable business practices influence everything we do, from how we develop new products, to how we manufacture and distribute items. Four of our distribution centers are now zero-waste facilities. Three of them have also been LEED® and/or BREEAM® certified. Two of VF's largest corporate office buildings are LEED® certified. We believe that operating in a responsible manner is everyone's job at VF, no matter where they work or what they do. "Sustainable business practices influence everything we do, from how we develop new products, to how we manufacture and distribute items."

At VF, we say that environmental waste is financial waste. We know that our actions to reduce environmental impacts are not only good for the planet, but also for our company’s financial health. Since 2009, our global energy efficiency efforts have saved VF \$20 million. That’s money we invest back into our business. As one of VF’s five global business platforms, sustainability contributes to the company’s growth through the development of sustainable products, by connecting more deeply with globally conscious consumers, and by generating cost savings across our operations – all resulting in enhanced valuation and reputation.

For us, sustainability is serious business. As we continue our journey, we will maintain open dialogue with diverse stakeholder groups and partner with them to get things done. We’re a better organization when we engage with third parties – not only because we have a lot to offer, but because we are dedicated to improving and learning.

Vendor Certifications

30. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please see the following licenses for ServiceWear Apparel.

Davidson County Clerk's Office
 700 Second Avenue South, Suite 101
 P.O. Box 196333
 Nashville, Tennessee 37219-6333
 615-862-6254



NASHVILLE AND DAVIDSON COUNTY BUSINESS
 TAX LICENSE

BUSINESS NUMBER	177015
RECEIPT NUMBER	0828032
THIS LICENSE EXPIRES	05/15/2017

OWNER(S)/OFFICER(S)
SMS HOLDING CORPORATION
HIRAM A COX

BUSINESS LOCATION ADDRESS
SERVICEWEAR APPAREL INC
7135 CHARLOTTE PK STE 100
NASHVILLE, TN 37209

SERVICEWEAR APPAREL INC
 7135 CHARLOTTE PK STE 100
 NASHVILLE, TN 37209

MUST DISPLAY IN A CONSPICUOUS PLACE
 Contact Metro Codes to verify this location is properly
 zoned.

BUSINESS NUMBER	177015
RECEIPT NUMBER	0828032
CLASSIFICATION	2

TAX PERIOD

FROM 01/01/2015
 TO 12/31/2015

THIS LICENSE EXPIRES 05/15/2017

ISSUE DATE 07/18/2016

Brenda Wynn

BRENDA WYNN, COUNTY CLERK

R MEYER
 DEPUTY CLERK



VF Imagewear, Inc.

a seamless partnership



TAB 4 Product/Services (Appendix B)

TAB 4 – PRODUCT/SERVICES

4. PRODUCTS/SERVICES (APPENDIX B)

SWA/VF through our “seamless partnership” are pleased to provide this proposal in accordance with the specifications above. Our program is designed to be national in scope and is currently serving customers as far away as Alaska. There is no State, City, County, K-12 School District or other agency that we cannot provide with uniforms.

SWA/VF offers Region 4 and National IPA/TCPN participants with a comprehensive product offering, designed to meet the needs of most any department or agency type. Our offering is very broad, includes many female companion garments, and numerous “Big & Tall” sizes that we refer to as oversizes, and we do not charge anything extra for these.

One of the many benefits to ServiceWear and our customers from partnering with VF Imagewear, is that they are the largest producer of work apparel in the world. To serve the needs of Region 4 and National IPA/TCPN participants, we are making available the entire VF Imagewear catalogs, to include, Red Kap, Horace Small, Bulwark, Chef Designs, and Wrangler Workwear. While these garment selections alone will meet the needs of most departments and agency types, we are also making available a number of garment options sourced from other suppliers. Combined, we can easily meet the needs in your categories listed below.

Industrial and Services Uniforms

Civilian	Trade	Janitorial
Maintenance	Public Works	Office Staff
Industrial	Healthcare/Scrubs	Food Service
Airport	Transportation	Storm Water Management

Industrial and Services

True “Work” Apparel

- Manufacturing
- Automotive
- Food Processing
- Warehousing and Distribution
- Transportation
- Waste Management
- Maintenance
- Specialty Trades
- Construction





- Food Service
- Hospitality
- Transportation
- Telecom
- Entertainment
- Healthcare
- Grounds and Landscaping
- Janitorial



Public Safety Personnel Uniforms

Police

EMS

Security Guard/Tactical

Fire

Sheriff

Park Rangers

Public Safety and Services



Local, State and Federal Government Accounts

- Law Enforcement (City, County, State and Federal)
- Fire/EMS/Rescue
- Security
- Land Management
- Parks and Recreation
- Fish and Wildlife



Personal Protective Uniforms

Electrician

Petrochemical

Lineman

Personal Protective

Largest provider of secondary Flame Resistant (FR) work uniforms in North America



- Electrical Installation, Maintenance and Repair
- Combustible Dust
- Electrical Utilities/ Coops
- Petrochemical
- Drilling/Mining



Miscellaneous Items

Socks

Patches

Plus Sizes

Emblems

Big & Tall

Garment Customization Services

SWA/VF provides a wide array of garment customization services that include artwork design, embroidery, monogramming, screen print/silkscreen, reflective and color striping, hemming, sewing and repairing.

Hemming is done in our distribution facility at no charge to the agency. Sewing is only done in the production process, and repairs are unnecessary as all products are guaranteed to be free of defect due to workmanship for one year. In the event that product does fail, we will replace it at no charge. This does not pertain to garments needing repair due to wear and tear in the normal course of work.

Agencies will provide SWA/VF with camera-ready artwork or a sample of their current logo. We will digitize the artwork at no cost to the agency. For embroidery, the agency may ask for a "sew-off" for approval before production begins.

Peripherals

Ordering: Customization and Online

Customers may place their orders, including those requiring customization online. Additionally, customers may order by phone, fax or email.

Tailoring Services: Fitting and Fit Sets

We do not provide tailoring services. VF pioneered the use of Fit Sets with the Federal Government to eliminate the need for budget busting, local or onsite tailoring services. We highly recommend the use of fit sets as detailed under Administration, Section 4. Actual fittings onsite are not part of the program to enable us to keep agencies' costs low. However, for large implementations, we will consult with the agency to determine how best to proceed and what additional assistance we might provide, including onsite assistance pending availability.

Managed Programs

Managed Programs are designed for those very large agencies (200 employees+) using allowance programs and needing control and reporting on program spend. In a managed program, we will set up a secure, online ordering system for authorized personnel to access and order agency approved garments, including customizations. If allowances are applied at the employee level, we can track those purchases, restricting the amount spent to what was budgeted, and can report periodically to the agency on spend by employee, department, or in the aggregate. A onetime implementation and program fee of up to \$1,000 may apply. This is not to be confused with our normal online ordering process which is available to all agencies regardless of size.

Related Services

Offerors shall submit auditable pricing for any and all services offered as indicated in Appendix C of this RFP

We have submitted auditable pricing.

Ordering Capabilities

Offerors that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies.

We make no use of retail stores that typically only serve to add unnecessary overhead costs to an agency's overall spend on uniforms and work apparel.

Offerors shall include ancillary and freight costs and pricing for orders placed outside Continental US

SWAVF offers our program to all 50 States in the US. We do not add extra charges for product shipped to Alaska or Hawaii. We do not currently ship to any foreign countries.

Product/Price Updates

New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by Region 4 ESC. At no time is the Supplier allowed to unilaterally change products or pricing. Vendors shall be responsible for notifying Region 4 ESC of all obsolete and discontinued products in writing and in a timely manner.

It is the Vendor's responsibility to provide Region 4 ESC with an up-to-date price list for the duration of the contract.

SWAVF understands and will comply.

VF Imagewear Branded Apparel

Please visit shop.servicewearapparel.com to view catalogs that show our comprehensive product offerings to public agencies.



TAB 5
References (Appendix F)

5. REFERENCES (APPENDIX F)

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

**Annual Volumes of the below references are marked proprietary.*

Entity Name **Massachusetts Water Resource Authority**
Contact Name and Title Steve Perry - Labor Relations Mgr.
City and State Boston, MA
Phone Number 617-788-4006
Years Serviced 2 years
Description of Services We provide them with an online managed program for their 900 uniformed employees.
Annual Volume



Entity Name **Denver Water**
Contact Name and Title Alexis Woodrow - Program Mgr.
City and State Denver, CO
Phone Number 303-628-5205
Years Serviced 1 year
Description of Services We provide them with an online managed program for their 600 uniformed employees.
Annual Volume



Entity Name City of San Antonio
Contact Name and Title Paul Calapa - Procurement Administrator
City and State San Antonio, TX
Phone Number 210-207-2074
Years Serviced 6 years
Description of Services We provide a broad selection of uniforms for most all City departments. San Antonio was the lead agency for our U.S. Communities contract.
Annual Volume



City of San Antonio

Entity Name Southwestern Baptist Theological Seminary
Contact Name and Title Oscar Andrews - Director of Purchasing
City and State Fort Worth, TX
Phone Number 817-923-192 x 6040
Years Serviced 2 years
Description of Services Supply various departments with a variety of garments.
Annual Volume



Entity Name Fairfax County Public Schools
Contact Name and Title Nancy Brown - Procurement
City and State Fairfax, VA
Phone Number 703-764-2530
Years Serviced 6 years
Description of Services Supply various departments with a variety of garments.
Annual Volume



Entity Name City of Beaumont
Contact Name and Title Patrick Bardwell - Purchasing Manager
City and State Beaumont, TX
Phone Number 409-880-3175
Years Serviced 1 year
Description of Services We provide a wide variety of garments to all the city departments.
Annual Volume



Entity Name Norfolk Public Schools
Contact Name and Title Mike Sinnott - Purchasing Senior Buyer
City and State Norfolk, VA
Phone Number 757-628-3975
Years Serviced 6 years
Description of Services Provide uniforms for their Facilities and Security departments.
Annual Volume



Entity Name City of Garland
Contact Name and Title Robert Ashcraft - Director of Field Operations
City and State Garland, TX
Phone Number 214-908-5427
Years Serviced 2 years
Description of Services We service the cities Water, Streets and Power departments with a variety of work apparel.
Annual Volume



Entity Name Hillsborough County Government
Contact Name and Title Kelly Thomasson - Contract Manager
City and State Tampa, FL
Phone Number 813-307-1779
Years Serviced 2 years
Description of Services Supply uniforms for all their County departments.



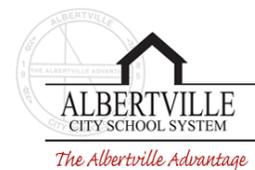
Annual Volume

Entity Name Irving Independent School District
Contact Name and Title Todd Lane - Facilities Foreman
City and State Irving, TX
Phone Number 972-600-5118
Years Serviced 3 years
Description of Services Provide uniforms for their 300 employees in various departments.



Annual Volume

Entity Name Albertville City Schools
Contact Name and Title Hannah Bevel – Account Supervisor
City and State Albertville, AL
Phone Number 256-891-1183
Years Serviced 1 year
Description of Services Service bus drivers, maintenance, and custodial departments with a variety of uniforms.



Annual Volume

Entity Name California State University, Northridge
Contact Name and Title Grove Anderson – Distribution Supervisor
City and State Northridge, CA
Phone Number 818-677-2654
Years Serviced 2 years
Description of Services Provide uniforms for their custodial, trades, electrical, and plumbing departments.
Annual Volume



Entity Name Charlotte County Public Schools
Contact Name and Title Marisa Doherty - Purchasing
City and State Punta Gorda, FL
Phone Number 941-575-5400
Years Serviced 2 years
Description of Services Provide uniform services for 300 employees in their maintenance, custodial, transportation, warehouse, and print shop departments.
Annual Volume



Entity Name City of Houston
Contact Name and Title Carlethya Guillory – Finance Department, Strategic Procurement Division
City and State Houston, TX
Phone Number 832-393-8713
Years Serviced 6 ½ years
Description of Services Provide uniforms for most departments in city.
Annual Volume



Entity Name Friendswood Independent School District
Contact Name and Title April Edwards – Operations Secretary
City and State Friendswoods, TX
Phone Number 281-482-2744
Years Serviced 2 years
Description of Services Supply their 75 maintenance and custodial employees a variety of uniform options.
Annual Volume



Entity Name Hamilton County Department of Education
Contact Name and Title Ron Smith
City and State Chattanooga, TN
Phone Number 423-209-5600
Years Serviced 2 years
Description of Services Provide uniforms for several departments in a variety of garments.
Annual Volume



Entity Name University of Arkansas, Little Rock
Contact Name and Title Rebecca Kae
City and State Little Rock, AR
Phone Number 501-569-3144
Years Serviced 6 years
Description of Services Provide uniforms for facilities department.
Annual Volume



Entity Name Dickinson Independent School District

Contact Name and Title Morgan Muraca – Purchasing Coordinator

City and State Dickinson, TX

Phone Number 281-229-7262

Years Serviced 3 years

Description of Services Provide uniforms for their 300 employees in various departments.

Annual Volume





TAB 6
Pricing (Appendix C)



6. PRICING (APPENDIX C)

Please see the following Pricing (Appendix C) for ServiceWear Apparel.

All prices submitted are “not to exceed” and are good through January 31, 2018. (See Administration, #27 regarding Fixed Annual Pricing)

Discounts

We offer our customers a discount of 2% when payment received within 10 days. This is for net 30 accounts only, does not include credit card accounts. Current customers take advantage of this cost-savings benefit.

Warranty

SWA/VF guarantees all products provided under this contract to be free from workmanship and material defects for one year after purchase of the product. Any product containing such a defect may be returned at SWA/VF's expense for either repair or replacement. In addition, any product may be returned within 30 days of purchase for any reason if the product has not been washed, worn, altered, customized, soiled and is in resalable condition.

Return Policy

In the event that it is determined that SWA/VF is in error and the return is our own fault we will assume full responsibility regardless of the reason for return. Every shipment contains a packing list that includes instructions on how to make a return. This form also requests information on the items being returned and the reason for the return. The agency may contact the Customer Service Call Center to request a Return Authorization to return the garments.



VF Imagewear, Inc.

a seamless partnership



TAB 7
Value Add (Appendix G)

TAB 7 - VALUE ADD

7. VALUE ADD (APPENDIX G)

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

SWA/VF believes that the product and services to follow, as well as other relevant subject matters we've included, will add great value to Region 4 and National IPA/TCPN's Uniform and Work Apparel Program and provide numerous benefits to participating agencies.



ServiceWearHouse: A new service that we are launching for interested government agencies is an online "company store" branded as ServiceWearHouse. While online ordering is one of our four ordering options that many customers take advantage of, some larger agencies see the value in also offering their employees the opportunity to order authorized logoed merchandise and other garments with their own personal credit card. We've set up a process for them to be able to do just that. Through this program, we can offer employees the same great pricing and service that the agencies are receiving. In some states, sales tax may apply and orders under our \$100 minimum will have a flat rate shipping fee applied. But the employee benefits from the low cost on quality garments and can wear the agency's insignia with pride. To implement this platform, there is a one time setup fee of up to \$1,000.00. A \$1.00 per order handling fee will be included on each order to cover maintenance of the system, but there are no other fees.

Bulk Silk Screened T-Shirt Orders: Through our Small Business partner, Big Star Branding, we have the capacity to provide government agencies with deeply discounted silk-screened T-shirts in bulk orders. Attached under the pricing tab are style guides which include volume net pricing. This pricing is only available through Big Star as part of our Small Business Program and applies only to the large quantities listed. These orders will be placed through a separate process and will not be available through the normal SWA/VF ordering platforms. They will require a separate P.O. and will be invoiced separate and apart from regular orders.



Specialty Goods: Also, through our Small Business Program and partner, Big Star Branding, we have the ability to provide agencies with a bulk purchase opportunity on a broad selection of logoed specialty product, such as duffle bags, mugs, pens, giveaways, and other items. These would be available as needed in quantities of 288 or more, depending upon the item. As with T-Shirts, these orders will be placed through a separate process and will not be available through the normal SWA/VF ordering platforms. They will require a separate P.O. and will be invoiced separate and apart from regular orders.

Local Service Option: ServiceWear Apparel can offer public agencies (Agency) a Local Service Option (LSO), which is a service and pricing option available as an add-on to meet local service needs beyond standard contract terms, conditions and benefits and provided through our cooperative purchasing Uniform Contract. If agreed to and exercised by the agency, this will entitle them to utilize the services described below. We propose that these will be provided by a certified Small, Minority, Woman Owned, or other Disadvantaged Business Enterprise.

- ServiceWear’s LSO Subcontractor will provide a local presence facilitating communication of program details and related subjects
- The LSO Subcontractor will own, stock and maintain fit sets of Agency selected uniform garments in a full range of sizes for apparel being procured through this contract with ServiceWear. The actual garments used by each department will be in stock for the employees to try on before placing their orders. This will help eliminate returns and exchanges from the departments and improve their overall satisfaction level.
- The LSO Subcontractor will provide on-site sizing and fitting of stock garments for each department during the initial roll-outs at a place reasonably convenient to the majority of the department’s employees. Each employee will receive a receipt for the size agreed upon for each item, which will be turned into the buyer for the department or designated person who will then be responsible for ordering the correct size. All products are guaranteed to be free of defect or can be returned at no cost. If product has been customized with an emblem, stripe, or other customization option, it is not returnable for any reason other than defect. LSO will not be responsible for ordering garments or liable for incorrectly ordered garments.
- The LSO Subcontractor will similarly handle sizing and fitting of garments for each department for new employees and on an ongoing basis at a fixed location within the Agency. When large numbers of employees are to be provided with additional garments, LSO will work with the department to determine where best to conduct fittings.
- The LSO Subcontractor will meet with procurement officials and departments as needed to gather feedback and information beneficial to maintaining the high level of customer satisfaction and performance ServiceWear Apparel and the Agency expect.
- The Other services from the LSO may be added from time to time if agreed upon by ServiceWear Apparel and the Agency.
- Cost to the Agency will be subject to negotiation, the level of service and local, small business utilization requirements.

Responsible Stewardship: We include the following two very important subject matters as we believe our involvement will add much value to the Region 4 and National IPA/TCPN Uniform and Work Apparel Program.

Worldwide Responsible Accredited Production

Who is WRAP?

Worldwide Responsible Accredited Production (WRAP) is an independent, objective, non-profit team of global social compliance experts dedicated to promoting safe, lawful, humane and ethical manufacturing around the world through certification and education. WRAP is headquartered in Arlington, Virginia, USA and has branch offices in Hong Kong and Bangladesh and additional representatives in India and Southeast Asia (Thailand & Vietnam).



What does WRAP do?

Our primary activity is our Certification Program, which is the largest independent facility certification program in the world mainly focused on the apparel, footwear, and sewn products sectors. We issue three levels of certification that are valid from six months to two years based on a facility's compliance with WRAP's 12

Principles. These principles are based on the rule of law within each individual country and include the spirit or language of the relevant conventions of the International Labor Organization (ILO).

WRAP also administers a comprehensive training program throughout the world and is recognized as an accredited training organization by the International Register of Certificated Auditors (IRCA). All of our monitoring partners must undergo our comprehensive Lead Auditor Training program and follow-up with regular refresher courses. We also offer an Internal Auditor Course, which teaches factory managers and workers how to make their facilities compliant with our 12 Principles. Additionally, WRAP offers two specially focused courses in Fire Safety Training and the United States C-TPAT program.

Certification through WRAP

As the leader in the apparel industry, VF Corporation has been an integral part in founding the WRAP (Worldwide Responsible Apparel Production) Certification Program. The objective of WRAP is to promote and certify lawful, humane, and ethical manufacturing throughout the world.

All VF Corporation owned plants and any subcontractors used by VF are certified by WRAP. WRAP is a worldwide organization of apparel manufacturers that have established and adhere to high standards for labor practices, factory conditions, and environmental responsibility. These standards prohibit the use of child labor, forced labor, all kinds of harassment and discrimination. The standards require factories to abide by all laws of the jurisdiction where the plant is located.

WRAP certification is achieved through a three-step process.

1. Self-assessment
2. Independent monitoring by an outside inspector approved by WRAP
3. Final certification and agreement to allow unannounced factory inspections

More information about WRAP can be found at the official WRAP web site: www.wrapcompliance.org. VF employs personnel around the world to ensure compliance to these regulations. It is our experience that most government agencies are strongly opposed to manufacturers that turn a blind eye to "Sweat Shop" labor practices and related abuses. Region 4 and National IPA/TCPN should provide government agencies participating in their uniform program with assurances that they will not be associated with these practices. The SWA/VF program provides those assurances.

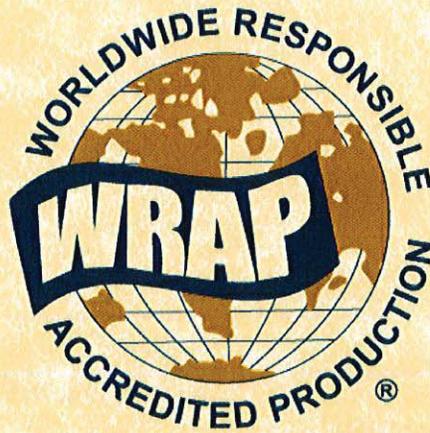
Customs-Trade Partnership Against Terrorism

The Customs-Trade Partnership Against Terrorism (C-TPAT) is a voluntary supply chain security program led by U.S. Customs and Border Protection. It focuses on improving the security of private companies' supply chains with respect to terrorism. Business are asked to ensure the integrity of their security practices and communicate and verify the security guidelines of their supply chain business partners as well.



VF Imagewear was awarded membership in C-TPAT in June 2005. Since that time we have continued to work the U.S. Customs and Border Protection to maintain the integrity of our security practices and verify our security guidelines within our supply chain and with our business partners.

Please see the following WRAP and C-TPAT certifications for VF Imagewear.



PLATINUM CERTIFICATE OF COMPLIANCE

awarded to:

RKI Honduras, S.A. (Sewing Center)

Avedis H. Seferian
President & CEO

Charles C. Masten
Chairman

Certificate Number:	5451
Certification Period:	April 14, 2014 to April 14, 2016
Facility Address:	Zoli Zip Buena Vista Carretera a Tegucigalpa, Frente Amanco Buildings F/G 1 and F/G 2, Villanueva, Cortes Honduras
Production Processes:	Sewing
Periods Reviewed:	September, December 2013 and February 2014
Sample Size:	35
Weekly Hours Noted:	Average: 44.4 Maximum: 58

CUSTOMS - TRADE PARTNERSHIP AGAINST TERRORISM



*In recognition of your commitment to partnership,
and in appreciation for joining with us to secure
the international supply chain and protect our country's security,*

U.S. Customs and Border Protection

is pleased to certify your membership in the

***Customs - Trade
Partnership Against Terrorism***

and to present this certificate to

VF Imagewear, Inc.

Importer

During the month of June, 2005
at Washington, D.C.



Commissioner

Best Value Requirements for a Successful Cooperative Uniform and Work Apparel Program

To follow are areas relevant to this solicitation that we believe add much “Value” to the program we are proposing for the benefit of Region 4 ESC and National IPA/TCPN participants. We take this opportunity to describe these areas in more detail as they are attributes of the program that we believe we cannot overemphasize.

Guaranteed Quality and Service

Through our “Seamless Partnership” Program, SWA/VF will provide only quality merchandise. In fact, we back this with a written guarantee. Any product provided through this contract will be free from workmanship and material defects for a period of one year after purchase of the product. SWA/VF’s commitment is backed by VF Corporation, the largest apparel company in the world - a status achieved through the consistent production and sourcing of dependable, reliable product. Most work apparel and uniforms require some customization. And, since most customization is done right in our distribution center, SWA/VF has a great deal of control over quality as well as lead-time. Each year we perform over 8 million customization options on garments. Through our program, employees will always look their best, projecting positive messages of safety, security, and professionalism.

Also, through our state of the art distribution centers and network SWA/VF can promise consistent, reliable delivery of product. We have over 15 million garments in stock daily and available for at-once shipment. Our goal is to have 95% of all items in stock at time of order. Over 100 years of experience in forecasting, inventory planning, and inventory control make this possible. We have superior systems and processes in place for handling non-stock and made-to-measure garments as well. SWA/VF can ship on a timely basis to public agencies in all fifty states, meeting and often exceeding the guidelines and requirements put forth in this RFP.

The Right Product at the Right Price

SWA/VF will provide Region 4 ESC and National IPA/TCPN agencies with a very broad array of work apparel, uniforms, and related product. Backed by the largest apparel company in the world, we can readily provide over 40,000 different styles, sizes, and colors of work apparel and uniforms. Since we produce the vast majority of our product, outsourcing and related costs are kept to a minimum – which means better value to you. And our in-house customization of garments keeps prices market competitive.

Hassle-Free Procurement of Work Apparel and Uniforms

SWA/VF will provide users of this program with a hassle free order process. Users can elect to order by phone, fax, email, or website. Our web-based ordering system is ideal for ordering work apparel and uniforms from any computer in any city. We currently process over 2,000 orders a day online. Secured access with authorized products, styles, and colors available for viewing make ordering quick and easy.

We also have a staff of customer service representatives in place and ready to take orders by phone, fax, or email. A dedicated, toll-free phone number provides easy access for help in ordering or any customer service related question. And in the event that something has to be returned, instructions are provided in each shipment on how to do so. SWA/VF makes the entire process as efficient and pleasant as possible.

VF Imagewear will supply all of the work apparel and uniforms for the contract. VF has been manufacturing work apparel and uniforms for over 100 years. VF currently owns and operates three manufacturing facilities. In addition, the company sources products from other manufacturers on every continent. VF is a one-stop shop for all of our customers’ work apparel needs.

VF Imagewear will manage the supply chain service to this contract including:

1. Forecasting future sales
2. Executing inventory plans for sourced product
3. Maintaining inventory control and security
4. Processing orders in VF distribution centers
5. Ensuring quality control of products and orders
6. Garment customization per Government Agency specifications
7. Shipping to customers

The ultimate goal is to have the right product in-stock at the time the customer wants to order it. VF has over 15 million garments valued at over \$180 million in-stock for immediate shipment.

SWA will be assisted in providing customer service through the VF Imagewear Call Center. VF employs over 100 customer service representatives (CSRs). Each CSR goes through a training process on both VF systems and excellence in customer interactions. Sophisticated e-commerce enabled web sites will be used to service this contract.

VF has extensive uniform program management capabilities. VF obtained its first national uniform contract in 1982 with the National Park Service. VF has proudly served this very first customer continuously for the past 34 years.

This portion of our business has grown to over 60 national uniform programs. Every day, VF is responsible for sending over 500,000 employees to work in uniform.

This joint effort between SWA and VF will be both companies' primary sales effort to the government apparel market. We are confident that the Public Agencies will find the best pricing and value in the marketplace enabling them to save money while obtaining a wide variety of high quality garments which meet their needs. Knowledge of state and local government procurement practices and regulations will be critical to the success of selling a cooperative purchasing program for uniforms to agencies and procurement professionals who may or may not have a high level of experience using one. This partnership joins two companies together with a higher level of knowledge, experience and success than any of its competitors within the industry.

Account Setup

The timelines for opening a new account are affected by a number of variables at the agency level. SWA/VF have the capability of receiving the account setup information from the agency and having their account open within 24- 48 hours.

Initial Contact – The initial contact may be made by the agency requesting information through the VF Imagewear or Service Wear apparel websites, marketing efforts, direct sales efforts, or through a trade show. SWA/VF will make contact with leads received from National IPA/TCPN within 48 hours. For any agency contacting us directly we will assist them immediately on the telephone with answers to product, pricing, account, and service questions they might have.

Site Visit – SWA/VF will make available a tour of our distribution center capabilities to any requesting agency.

Account Setup – To set up an account an agency will only need to provide us with basic agency bill to and ship to information, contacts, specific information as required for National IPA/TCPN sales reporting, their opening order and a copy of their Tax Exempt Certificate.

Selection – The selection process of the garments to be used will vary from agency to agency. In many cases the agency will already know which garments it wishes to use. Some will provide us with the information regarding their current uniform garments and request that we provide them with “equal quality/priced garments” to choose between. Some will choose to see samples of the garments and others will not. Some agencies will have a single decision maker to decide which garments they will use. Other agencies will have as many as 15-20 people on a uniform committee to review garments prior to selection. Lastly, some agencies will choose to conduct a wear test of the garments. In those cases, the garment selection process may take months to complete.

Emblems – SWA/VF will handle emblems in one of two methods. If emblems are procured by SWA/VF and sold to the agencies they will be tracked and recorded in all sales reports.

Method One – SWA/VF Program Management will accept emblems provided by the agency, set up a unique code for security purposes, warehouse them, and apply them as directed.

Method Two – Some agencies do not have a source for their emblems and may request our assistance. VF Imagewear currently purchases thousands upon thousands of different agency emblems for its federal, state and local agencies; and may be able to leverage its buying power to provide a better value to the agency than buying the emblems themselves. In this case, Program Management will request a sample of the emblem and provide a quote back to the agency. The agency would not be obligated to purchase the emblems from us unless they determined it was in their own best interest to do so. Emblem pricing varies by number of emblems needed, size, thread count for embroidery used on the emblem, the type of backing used, and lead times needed for delivery. Typically, emblem procurement is a six to eight week process from the time we provide a sample until we receive the emblems back into our offices.

Embroidery – State and local government agencies typically choose to have their agency logos embroidered onto many of their uniform garments. The process for embroidery is as follows:

- Agency provides us with a jpg (picture) of their agency logo or a current digitized file of the logo
- Pantone colors are selected for thread colors to be used on the logo
- For a logo to be embroidered it must first be digitized for use on the embroidery machines
- Program Management works with each agency on their digitizing needs
- After the logo has been digitized, Program Management sends a sew off to the agency contact for approval

Once the logo has been approved by the agency, a unique code is assigned by Program Management to the logo and it is then set up into the order management system and applied to that agency for secured use by only them

on their orders. The unique code it receives protects it from use by any other agency and allows for accurate sales reporting to Region 4 and National IPA/TCPN.

Lead Time – Lead times for order processing vary by the amount of garment customization required and whether the order is for stock or non-stock sized garments. If the order is for a stock size garment and there is no customization needed the average VF order processing time is 24–48 hours on 97.5 percent of orders received. If customization is required, the average lead time to ship an order is 5–7 business days in most cases. Lead times for non-stock size garments are 6–8 weeks for manufacturing and delivery.

Supply Chain Management

We are excited about the potential of servicing Region 4 and the National IPA/TCPN contract to such a broad base of agencies. We believe the true success of a national level state and local government agency uniform contract will depend upon the supplier’s ability to achieve **SUSTAINABLE GROWTH**.

VF Imagewear is the largest provider of federal government managed uniforms and in 34 years has never lost a contract after the initial award. Why? Because of the service provided after the contract was awarded.

Servicing a national level state and local government uniform contract will require extensive experience and proven uniform supply processes. Our proven expertise in supply chain management will assure that this contract can be serviced correctly.

We know that a very broad range of public agencies will use the uniform contract. They will need many different types of uniforms, fabrics, and customization services on their garments. Managing the many types of uniforms, fabrics, and customization needs is one of the strengths of SWA/VF.

The SWA/VF approach to supply chain management is unparalleled in the uniform industry and enables us to offer a successful and proven business model to the PPA’s.

Simply stated—successful uniform garment delivery means that you receive your orders in a consistent and timely manner. But, in reality, for this to happen the process begins much earlier with a series of activities collectively called Supply Chain Management.



Supply Chain Strategy – This is the continuous development, improvement of processes, and execution. The supply chain strategy includes ongoing analysis of current processes, technology, and systems and a never-ending challenge of the status quo.

Supply Chain Planning – Production planning for every garment offered through the contract as well as every component needed to make the garment is important to produce the right garments and have them on the shelf when needed.

Supply Chain Enterprise Applications – Evaluation and possessing the financial capacity to upgrade to the most sophisticated application tools to achieve high levels of results.

Asset Management – The VF Supply Chain has transparent, measurable and proven performance processes for asset management.

Procurement – Proven processes are in place to manage the procurement and movement within the supply chain for thousands of fabric types and/or garment components such as buttons, zippers, collar stays, and much more. A variety of variables such as lead times, sales and demand fluctuation, geographic location, and destination affect the procurement lead times and ability to have what you need and when you need it there to service your customer in the manner they expect.

Management of the Product Lifecycle – The management of this segment includes the introduction of any new garment style to market, growth stages, multiple stages of maturation, and declining stages of demand to maintain inventory control processes and protect the integrity of inventory operating levels at the distribution centers.

Logistics – This is a critical channel within the VF Supply Chain. SWA/VF has a unique business model to bring together the integration of information, demand fulfillment, transportation, inventory, warehousing, material-handling, packaging, and security. This experience will be invaluable to the success servicing this contract. These activities produce fast, accurate, secure delivery of orders for stock products with minimal backorders.

Supply Chain Management - Forecasting

VF Imagewear maintains a dedicated staff to forecast future sales for over 40,000 different styles, sizes, and or colors of VF uniform products offered to the market. A twelve-month rolling forecast is maintained for every garment down to the SKU level (the SKU is style, size, and color of garment). The forecasting staff reviews the current operating levels, the historical, current and future needs, and the forecasted future usage for each style on a daily basis.

Every month the information gathered is used to update the Supply Chain Management team for planning and production purposes. The revised product forecasts drive all manufacturing and purchase plans for every garment and the components needed to make the garments.

The Supply Chain manages a tremendous variety of fabrics and findings needed to produce finished garments. A finding is an industry term that refers to any component needed within the fabrication of a garment. Common findings would include zippers, buttons, collar stays, etc. Our Supply Chain manages the planning, procurement and logistical movement of over 400 different types of fabrics used to make our garments and over 4,000 different types of findings used within the construction of the finished uniform garments. In conjunction, the forecasting team manages the daily forecasts for over 30,000 different styles, sizes, and colors of uniform garments that drive the demand for the fabrics and findings.

Technology is critical to accomplish accurate forecasting. SWA/VF use the best technology available. The forecasting management software called Logility is utilized. Logility uses a series of statistical models to predict future purchasing levels for each garment. It is based on sales demand, not shipped sales. This is an important distinction to ensure product is on the shelf when you place the order. Logility information is updated every day as over 3,000 new orders are entered into the order entry system. An accurate forecast is the most important factor to providing outstanding service levels. **The SWA/VF goal is to have over 95% of the items in stock at the time of order.**

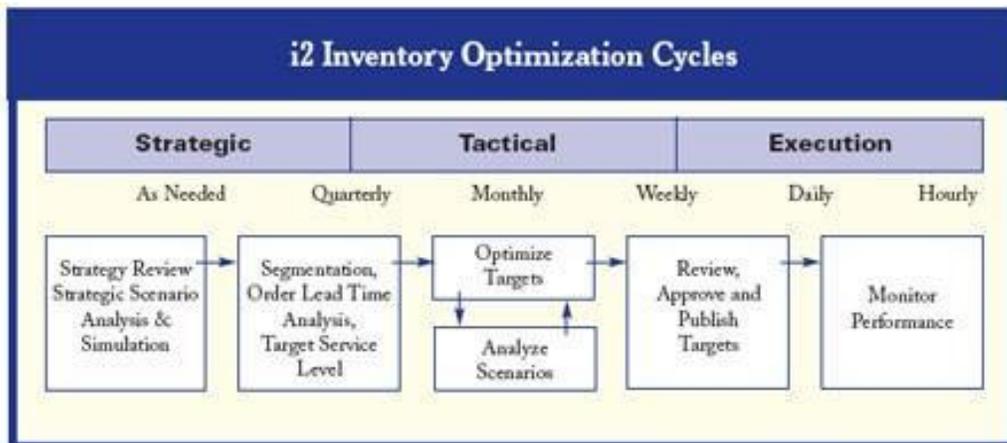
Supply Chain Management – Inventory Planning

Forecasts are turned into an inventory plan by garment style. The inventory plan results in either a “cutting order” being issued to a VF manufacturing facility for items which are internally produced, or a purchase order created to an external contractor for goods or services. Order quantities and overall inventory levels are determined by a set of variables which include lead times to obtain specific items, historical experience of sales volatility and the desired level of safety stock to reach the contract’s service goal. Another piece of information to produce an accurate inventory plan is the historical usage of products. A more important component is the forecast for increased usage of products and the expected rate of increase.

To manage this process, VF uses a nationally awarded software system called “i2.” The software is used by other Fortune 500 companies such as Ford, 3M and Nokia. This comprehensive, web-based planning tool manages every aspect of supplier relationships (both internal and external).

The sophistication of “i2” allows modern automation to accomplish the following:

- Analyze sales trends to override inaccurate forecasts to speed response time
- Track all raw materials for internal production to ensure all components arrive to the right place at the right time for production to begin
- Identify “bottlenecks” in manufacturing processes and recommend the fastest way for products to be delivered through the supply chain
- Produce daily management reports and executable plans



Supply Chain Management – Inventory Control

Inventory is received from the manufacturing facilities into the distribution centers. Shipments are reconciled against the purchase order (or cutting order) to ensure the correct garments, correct quantities, and correct sizes were manufactured, shipped, and received. Once received, the inventory is ready and available to fill orders.

For this contract, SWA/VF will inventory product and conduct primary distribution functions from two distribution centers - Nashville, TN and Henning, TN. Both of these facilities already process orders for a national distributor network as well as federal government uniform contracts and are experienced with the requirements and detail needed to assure accurate and timely deliveries.



Each facility employs the following inventory control functions:

- Security systems and sprinkler systems are maintained to keep inventory safe. The distribution center is equipped with restricted “buzz-in” access for every visitor. Anyone not working regularly at the facility is required to wear a visitor badge at all times and must be escorted.
- Facility operating hours are 7:00 a.m. until 11:00 p.m. on normal business days.
- A dedicated logistics department manages all transportation functions and is experienced in both foreign and domestic shipping. VF shipping systems are linked directly to shipping service providers such as FedEx and UPS.
- A program of regular inventory cycle counts is conducted to ensure inventory accuracy and accountability.
- Real-time, radio frequency controlled, bar-coding systems are used to receive goods into inventory the instant they are scanned making them ready to fill orders.
- Advanced distribution methods such as random high-bay storage, automated conveyor systems, velocity-based picking systems, voice activated picking systems and automated inventory replenishment are employed to keep costs down and to speed delivery.
- All shipments include a packing slip, a Customer Comment Card, and instructions for returning garments, if necessary.
- A product customization department is equipped to personalize garments as needed. Routine functions include hemming pants, attaching emblems, striping pants, and embroidering.
- The computer system is integrated with other VF Imagewear systems to streamline the flow of information.

Supply Chain Management – Manufacturing Plan

VF Corporation owns and operates numerous manufacturing facilities around the world. VF Imagewear owns and operates three of the manufacturing facilities. VF has been manufacturing uniforms and workplace apparel for over 100 years. VF Imagewear employs the following technologies and methods in these plants, which demonstrate world class capabilities as an apparel manufacturer.

Engineers are employed at each factory to continually evaluate and implement the best available equipment and manufacturing methods.

An emphasis is placed on automated equipment to reduce labor costs invested into each garment and improve quality through the consistency of production created by this type of equipment. VF has been able to go one step further by introducing robotic sewing equipment for some steps of the manufacturing process. Some of this equipment was invented by VF engineers.

VF Imagewear employs robotic fabric cutting which reduces costs and improves fit consistency. All factories are electronically linked to a common database for patterns and markers to ensure fit consistency and efficiency.

Software is used to monitor “work in progress” as each bundle of garments moves through the manufacturing process.

Supply Chain Management – Ideal Plant Model

VF Corporation in accordance with OSHA Regulations and internally defined safety and health requirements, which may exceed OSHA requirements in some circumstances, has defined and implemented a program entitled the Ideal Plant Model (IPM).

The intent of the IPM is to define the expectations for safety performance and basic property conservation standards. These criteria can be used to objectively grade the safety and property conservation performance in the specified areas. The level of compliance with the standard is to be compared with the descriptions for that grade, and a numerical rating of 0 to 4 is given for that performance issue.

Each VF-owned location is subject to an IPM audit by a trained auditor once per calendar year. There are fifteen main criteria to evaluate. Each criterion is divided into several performance issues for which specific standards are given. Some criteria which are evaluated include:

- Safety
- Loss Review
- Ergonomics
- Lockout/Tagout
- Hazard Communication
- Occupational Health

VF Imagewear owns and operates three manufacturing facilities. Two are in Mexico, and one is in Honduras. VF Imagewear branded garments will be manufactured at these facilities. The following is information on each:

PLANT	Torreon, Coahila	Matamoros, Coahila	RKI Honduras (Pre-Sew and Sewing)
Date Opened	2002	2002	1992
Size	168,833 sq. ft.	181,160 sq. ft.	220,000 sq. ft.
Number of Employees	1,000	600	1,650
Garments per Day	32,590	15,865	42,973

Manufacturing Quality Procedures

Redundant quality control processes are in place throughout the VF Imagewear manufacturing system to assure that consistent quality garments are produced within all factories.

These Processes Include

Pattern and fit consistency is achieved through automated fabric cutting and all factories being linked to a common pattern database. VF Imagewear has developed patterns over many years of testing and application of practical experience. These patterns are unique to VF and sets VF apart from its competitors in the marketplace. Therefore, the patterns used to manufacture garments in VF facilities are also used for many other products sold throughout the uniform marketplace. For these reasons VF considers patterns to be proprietary and are not shared.



Color consistency is achieved through a number of internal and external policies:

- Fabric rolls are cut in the same sequence as produced by the fabric mill.
- Garment parts from the same fabric ply are sewn into the same garment.
- Acceptable shade bands are established with the fabric mill in advance and mills are held to these standards. Standards are established for all fabric blends and colors.

Construction quality for each garment is maintained through the following process at each manufacturing facility:

- Employee's pay is tied to the quality of work they produce
- Each employee is responsible for inspecting the work of the previous sewing operator
- Floating inspectors conduct "in-line" quality checks
- Inspectors review 100% of finished garments at the completion of production

Apart from the manufacturing facility, additional quality control procedures are in place:

- Random audits are done on batches of garments. If the sampling fails the audit, the entire production batch is returned to the factory to be corrected.
- Detailed lab inspections are done periodically to ensure garments meet specifications in every detail.

VF Imagewear incorporates the most modern quality control systems for all VF internally manufactured garments, which include attention to detail in such areas as:

- Pattern and fit consistency
- Color consistency
- Construction
- Full 100% internal audits
- The processes described above also act to ensure the accurate shipment of orders.

Quality Control – VF Laboratory

VF's laboratory is independently certified and is capable of a variety of garment tests to verify the quality of the fabrics, components and garments themselves. The laboratory has been in operation for over 30 years and is highly regarded by industry associations such as the Uniform and Textile Association and the Textile Rental Services Association.

Samples of product are routinely audited for fit, color, durability, and comfort to certify that exact standards are maintained.

The laboratory uses the following tests to ensure products meet quality standards for both fabric and construction as well as Product Safety tests:

Shrinkage: Dimensional stability to laundering. Ensures that the fit will remain consistent throughout the garment life.

Crease Retention: A durable press rating of the pressed in crease in trousers. Together with fabric smoothness (a rating of the flat, dry appearance), good crease retention means that the pants will not require ironing or pressing.

Yarn per Inch: Construction of the fabric. The size of the yarns and the number of yarns per inch determine the fabric weight.

Cuttable Width: A measurement of the amount of fabric that is available to be cut into garments. Cuttable width is closely related to the amount of fabric that is wasted in manufacturing and in turn to garment cost.

Fabric Weight: This is normally expressed in either ounce per square yard or ounces per linear yard.

Tensile Strength: Breaking strength of fabric. Tear resistance and abrasion resistance are the keys to fabric durability and garment life.

Tear Strength: Resistance to tearing (See Tensile Strength)

Seam Slippage: A measurement of the resistance of yarns to slip in a seam. Poor seam slippage will result in a seam "grinning", or having a poor appearance. Can also affect seam strength.

Flex-Abrasion: A measure of the durability of the material to flexing and bending (See Tensile Strength).

Random Tumble Pilling: A measure of the resistance of the material to form small balls or fiber, or "pills" when rubbed. Formation of "pills" will adversely affect garment appearance and wear-ability.

Brush Pilling: A specialized pilling test used to simulate the effect of a heavy beard on the band or collar of a men's shirt.

Color Retention: A measure of the durability and consistency of the initial color of the garment after extended laundering or dry cleaning. Color loss or "fading" will shorten the garment life.

Crocking, Wet vs. Dry: Measures of color that can be transferred from a garment to another surface or fabric by rubbing, either in a wet or dry condition. Color rubbing, especially when garments are new, can discolor upholstery when dry, or other garments in a wash when wet.

Dry Heat Resistance: A measure of resistance to discoloration of the original garment color by exposure to heat and pressure in application of heat seal labels and ID tapes.

Bow and Skew: A measure of the straightness of the weave of a fabric. If fabrics are not straight, additional waste is created in cutting and sewing, increasing garment cost.

Thermal Shrinkage: Fabric shrinkage in garment pressing and curing operations. Excessive thermal shrinkage will affect garment fit.

Stoll Abrasion: A measure of fabric durability to abrasion that is focused on a specific point, unlike flex abrasion that is a measure of durability to bending and flexing.

Fabric Smoothness: A durable press rating of flat dry appearance after laundering. Good fabric smoothness eliminates the need for ironing and pressing (See Crease Retention).

Label Legibility: Readability of the garment label after extended laundering. Imagewear labels contain coded information that enables us to trace the fabrics used in the garment if this becomes necessary.

Seam Pucker: A durable press rating of the appearance of seams after laundering. Like crease retention and fabric smoothness, good seam appearance eliminates need for ironing/pressing (See Crease Retention).

Seam Strength: Breaking resistance of the seams that hold garments together. Good seams need to have little or no pucker, slippage resistance and good strength to ensure acceptable appearance.

Product Safety: VF tests its garments for irritants, allergens or carcinogens that may be present during either the fabric or garment manufacturing process.

Ease of Use

To overcome the resistance of change the Region 4 ESC and National IPA/TCPN uniform contract should be kept simple and easy for agencies to use.

The SWA/VF business model offers agencies an increased value, improved service levels, and is proven to be effective and easy to use.

SWA/VF will make it easy for all eligible users of the contract to obtain:

- Contract documents and information to provide to their procurement personnel
- Product information and product comparisons
- Assistance with customization for agency identification
- Access to contract pricing information
- Information to set up an account
- Information and all options about how they may place orders
- Uniform order deliveries correct and on time

Distribution

The inability to have garments in stock and delivered in a timely manner is probably the single most common complaint from end users about buying uniforms. Many times the root cause is the lack of capital a company has or chooses to invest in inventory. However, in most cases, it is also caused by minimal distribution capacity, limited order processing capabilities, or insufficient garment customization capabilities.

SWA/VF will provide users of this contract with world class service through state of the art distribution centers, proven order fulfillment processes and garment customization capabilities, which are unmatched within the uniform industry.

SWA/VF will service this contract from its two largest, state of the art distribution centers. One is in Nashville, Tennessee and the other is in Henning, Tennessee (ISO9001-2008 certified).

Distribution Center Locations

Nashville, TN, Opened in 1983	
Square Footage	281,000 sq. ft.
Expansion Capability	Yes
Percentage of Storage Capacity in Use	70%
Number of Employees	277
Number of Shifts Run	2

Henning, TN, Opened in 1987	
Square Footage	186,000 sq. ft.
Expansion Capability	Yes
Percentage of Storage Capacity in Use	70%
Number of Employees	200
Number of Shifts Run	2

Average Number of Garments Shipped Monthly	1,915,096
Average Number of Orders Shipped Monthly	146,437
Average Number of Garments Received Monthly	3,068,686

Shipping Processes

“Voice directed” order picking system for orders has proven to be very effective in **reducing** the number of pulling errors and reduce the labor cost for pulling each order.

Technology such as this enables SWA/VF to provide contract users with better service and control our costs.

Order accuracy, based upon returns, is in excess of 99%.

Inventory System

The ideal inventory storage and distribution operation requires relatively small amounts of product stored in dedicated locations to increase a facility’s storage efficiency. The method of choice to accomplish this is to use a Hibay Random Storage process. All cases received into the DC are bar coded and scanned into random locations. They are then easily retrieved as needed and re-positioned for order picking in a dedicated location.

The SWA/VF distribution center utilizes a Hibay inventory system with a 286,450 case capacity. It has High Activity / High Storage Requirements. The high pick activity and high storage requirements justify the use of automated order picking systems, heavily automated material handling, sorting systems and high-density storage.

Today, it operates at 70% of its capacity. Monthly inventory management controls are in place. VF has developed a proprietary information system to operate the center, which is integrated with the order management system and allows for orders to be processed faster.



Distribution Center – Quality Control

Quality control is achieved at VF distribution centers through inspections of products received into the centers and inspections of orders during the fulfillment process.

Products are inspected before being received into the VF distribution center inventory. Inspections verify the quality of the garments and the accuracy of the shipment against the packing slip. In addition, any garments returned by agencies are quality inspected before being returned to inventory. Finally, every garment has a unique style number used when placing orders. These numbers are attached to the garment or VF attaches this unique number when the product is received at the DC. Tagging all items with this number is a critical step in achieving order accuracy above 99%.

Order accuracy is achieved by inspections against the shipping order at three separate points in the shipping process. Inspection also includes checking garments to insure the proper emblems are affixed in the proper locations and other garment alterations were properly done. The final inspection employs a random audit of approximately 10% of all shipments. Any errors discovered are tied back to the specific employee(s) responsible for the error. The systems allow for increased surveillance and corrective actions for new employees or those with higher error rates. VF’s processes consistently produce an order accuracy rate above 99%.

Distribution Center – Shipping

SWA/VF uses FedEx as the primary carrier to deliver orders. FedEx assigns unique shipment tracking numbers for each shipment. The tracking number appears on the order and can be provided upon request. The tracking number links to the FedEx web site for investigation either during the shipment process or after package delivery.

Non-Stock Garments

SWA/VF commit to put every person in uniform regardless of the size or fit required. To achieve this commitment, SWA/VF are prepared to provide the users of the contract with a process used by over 200,000 federal government employees today.

Non-stock garments are sizes of a garment style, which follow the normal dimension grading of the stock pattern, but low usage makes stocking that size impractical.

Made-to-measure garments are sizes of a garment style which DO NOT follow normal dimension grading of the stock pattern. A made-to-measure garment is required when a person's body dimensions or proportions require a unique pattern be developed just for them.

When either of these services is required, a form is completed by the employee who provides a series of measurements. The agency can contact the customer service department for assistance in completing this form. The completed form is returned to SWA/VF Program Management.

From the measurements, a determination is made to enter an order for either non-stock or made-to-measure garments. If a made-to-measure garment is required, the measurements are forwarded to the VF Pattern Department and a unique pattern is created for that specific person. Standard delivery time for a pattern to be made and a made-to-measure order to be completed is 90 days. SWA/VF is committed to a delivery time of 10-12 weeks on made-to-measure garments.

Historically about 2% of the population use non-stock sizes and less than 0.5% needs made-to-measure garments.

Cash Allowance vs. Agency Purchases

Approximately 30% of the local government public safety agencies within the U.S. choose to handle their uniform procurement different from the majority of agencies. Rather than issue a purchase order from the agency and purchase uniforms for their employees, they provide them with what is referred to as a cash allowance. In many cases, this cash allowance is negotiated between the Police Union and the city or county. Most agencies provide this allowance twice a year. The amount of allowance issued varies.

The employee is given guidelines by their agency as to the types of uniforms that are approved and they go into the open market to make their own purchases. They are not required to spend all of the allowance on uniforms.

The issued allowance is reported to the Internal Revenue Service as income by the agency and the individual pays an income tax on it. Any purchases made for uniforms are then subject to a sales tax by the supplier when they make a purchase.

SWA/VF is willing to extend the Region 4 ESC and National IPA/TCPN contract price schedule, if desired by all parties, to the individuals receiving cash allowances subject to the following guidelines being adhered to:

- The appropriate rate of sales tax will be charged to the individual at the time of invoice.
- Any agency extending the use of the contract to their employees must provide SWA/VF with a letter of authorization on agency letterhead.
- SWA/VF will provide the agency with an order form to be used by the individual.
- For the safety of the general public, SWA/VF will only ship orders to the agency address.
- SWA/VF will not be responsible for any individuals purchasing non-approved garments. This will be the responsibility of the agency and individual to follow agency guidelines.
- The agency must provide emblems to be used on the garments and specify their own approved guidelines for customization.
- Credit or Debit Card orders will be the only accepted form of payment

Merchandising

VF Imagewear's Team is divided into two areas of expertise:

Merchandise Management

Our Merchandise Managers are responsible for the creative vision of the product lines, developing functional products that are cost effective and innovative, insuring the products meet the customer's expectations, and driving new strategies for product excellence. They are responsible for a diverse and extremely wide assortment of garment types, styles, fabrics, and colors.

Merchandise Managers attend trade shows, study the apparel industry and utilize trend-forecasting resources to keep up to date on innovations in fabric and technology to provide a foundation for designs and products. They use proven patterns, innovative fabrics, and years of garment manufacturing experience to create market right and customer right products.

Our Merchandise Managers are responsible for the design and development of every one of the 20 different styles of coveralls we are offering – all with different fabrics or features to fit the needs of each type of agency.

The merchandising staff also works closely with the pattern, technical, and graphic design areas to ensure that the product is aesthetically pleasing and functional. The use of sophisticated design software packages, such as artwork studios and Web PDM allows the teams to create design boards, technical specifications, program ideas, samples and to:

- Integrate core patterns for consistency of fit and style
- Collaborate with sourcing for the latest manufacturing methods
- Research the latest innovations in fabrics, trims, and design
- Conduct wear testing programs to continually improve and customize uniform programs
- Leverage product design and innovations from all VF Corporation brands

Product Development

This team is divided into areas of expertise by product category. Each Product Developer is responsible for developing the product features requested by the customer and Merchandise Manager. The Product Developer will implement the appropriate fit and construction, find the requested fabrics, and communicate with sourcing to establish the appropriate manufacturing strategy.

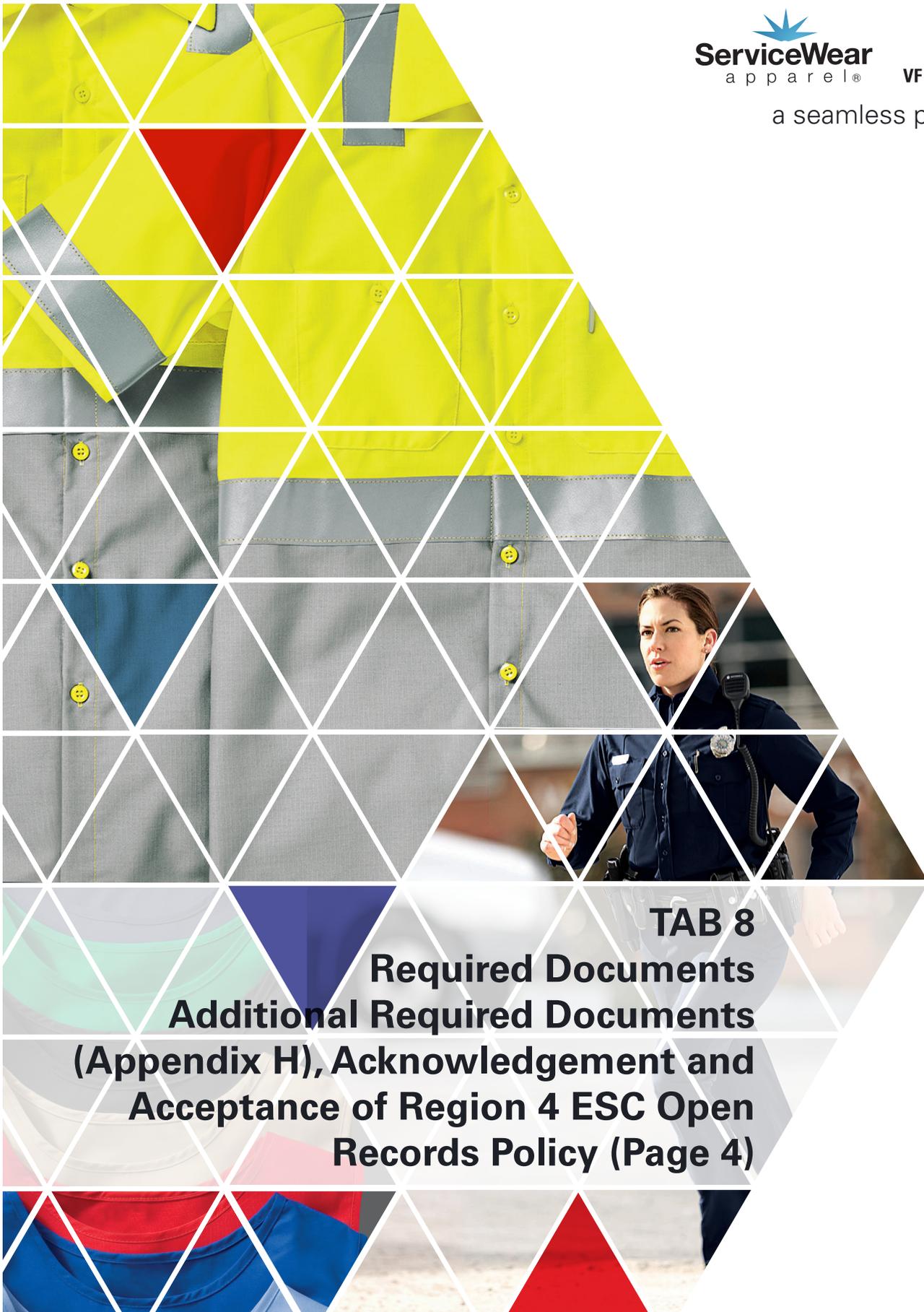
Product developers also attend trade shows, study the apparel and textile industry for fabric and technological innovations, and ensure proper fits through competitive analysis. The Product Developer is responsible for building products that meet the requirements of the customers.





VF Imagewear, Inc.

a seamless partnership



**TAB 8
Required Documents
Additional Required Documents
(Appendix H), Acknowledgement and
Acceptance of Region 4 ESC Open
Records Policy (Page 4)**

TAB 8 - REQUIRED DOCUMENTS

8. REQUIRED DOCUMENTS, ADDITIONAL REQUIRED DOCUMENTS (APPENDIX H), ACKNOWLEDGEMENT & ACCEPTANCE OF REGION 4 ESC OPEN RECORDS POLICY (PAGE 4)

Please see the following Required Document, Additional Required Documents (Appendix H), Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4).

DOC #1

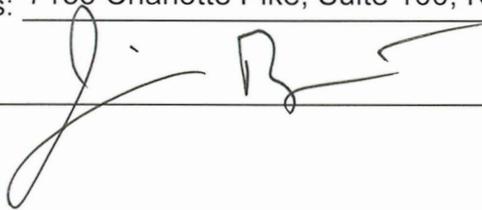
Clean Air and Water Act

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

Potential Vendor: ServiceWear Apparel, Inc.

Title of Authorized Representative: Executive Vice President

Mailing Address: 7135 Charlotte Pike, Suite 100, Nashville, TN 37209

Signature:  _____

DOC #2

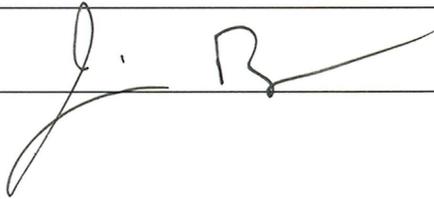
Debarment Notice

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

Potential Vendor: ServiceWear Apparel, Inc.

Title of Authorized Representative: Executive Vice President

Mailing Address: 7135 Charlotte Pike, Suite 100, Nashville, TN 37209

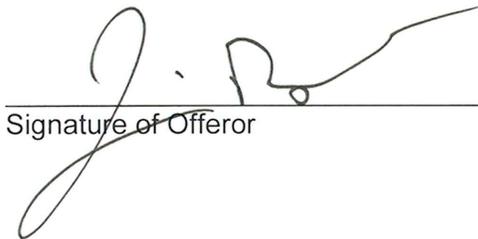
Signature:  _____

LOBBYING CERTIFICATION

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

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

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



Signature of Offeror

7/18/16

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

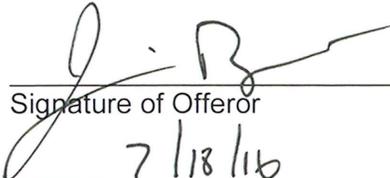
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons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

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

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

Business Operations in Sudan, Iran

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



Signature of Offeror
7/18/16

Date

DOC #5

ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

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

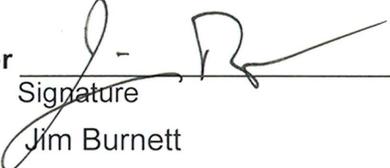
1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise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

Vendor ServiceWear Apparel, Inc.

Address 7135 Charlotte Pike, Suite 100
Nashville, TN 37209

Phone 615-301-6191

Fax 615-399-1438

Offeror 

Signature

Jim Burnett

Printed Name

Executive Vice President

Position with Company

Authorizing Official 

Signature

Hiram Cox

Printed Name

Secretary/Treasurer

Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-84510

Date Filed:
07/14/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ServiceWear Apparel, Inc.
Nashville, TN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

REGION 4 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

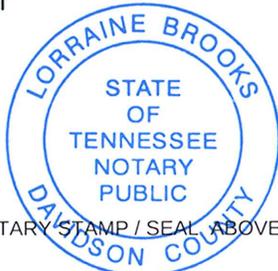
16-08
APPAREL, UNIFORMS, ACCESSORIES, PRODUCTS AND SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SERVICEWEAR APPAREL, INC.	NASHVILLE, TN United States	X	

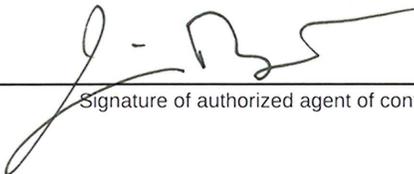
5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jim Barnett, this the 18th day of July, 20 16, to certify which, witness my hand and seal of office.


Signature of officer administering oath

LORRAINE BROOKS
Printed name of officer administering oath

NOTARY PUBLIC-TN
Title of officer administering oath

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES JB Initials of Authorized Representative of Vendor

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES JB Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES JB Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES JB Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES JB Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the 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.

Does Vendor agree? YES JB Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES JB Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

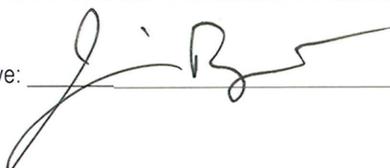
Vendor's Name: ServiceWear Apparel, Inc.

Address, City, State, and Zip Code: 7135 Charlotte Pike, Suite 100, Nashville, TN 37209

Phone Number: 615-301-6191 Fax Number: 615-399-1438

Printed Name and Title of Authorized Representative: Jim Burnett, Executive Vice President

Email Address: jburnett@servicewearapparel.com

Signature of Authorized Representative:  Date: 7/18/16

DOC #8

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: ServiceWear Apparel, Inc.

Street: 7135 Charlotte Pike, Suite 100

City, State, Zip Code: Nashville, TN 37209

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

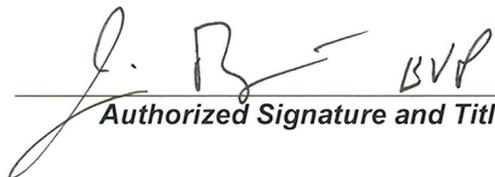
I, Jim Burnett, an authorized representative of ServiceWear Apparel, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
SMS Holdings Corp.	7135 Charlotte Pike, Suite 100, Nashville, TN 37209	100%
SMS Holdings Corp. stockholders are listed below		
William T. Coakley Marital Trust	7135 Charlotte Pike, Suite 100, Nashville, TN 37209	40.13%
Keith Wolken	204 Robin Hill Road, Nashville, TN 37205	25.17%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7/18/16
Date


Authorized Signature and Title

DOC #9

NON-COLLUSION AFFIDAVIT

Company Name: ServiceWear Apparel, Inc.

Street: 7135 Charlotte Pike, Suite 100

City, State, Zip Code: Nashville, TN 37209

State of Tennessee

County of Davidson

I, Jim Burnett of the Nashville

in the County of Davidson, State of Tennessee of full age, being duly sworn according to law on my oath depose and say that:

I am the Executive Vice President of the firm of ServiceWear Apparel, Inc.

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that Region 4 ESC and TCPN relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

ServiceWear Apparel, Inc. Company Name

Authorized Signature & Title

Subscribed and sworn before me

this 18 day of July, 2016

Notary Public of State of Tennessee My commission expires May 8, 2017

SEAL



AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: ServiceWear Apparel, Inc.

Street: 7135 Charlotte Pike, Suite 100

City, State, Zip Code: Nashville, TN 37209

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
- 2. A photo copy of their Certificate of Employee Information Report _____
OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____ ✓

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the _____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7/18/16
Date

[Signature] EVP
Authorized Signature and Title

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 26-0050650	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 96
4. COMPANY NAME SMS Holdings Corp.		
5. STREET 7135 Charlotte Pike, Ste 100	CITY Nashville	COUNTY Davidson
	STATE TN	ZIP CODE 37209
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) ServiceWear Apparel		
	CITY Nashville	STATE TN
		ZIP CODE 37209
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 96		
10. PUBLIC AGENCY AWARDDING CONTRACT Education Srvc Centr		
	CITY Houston	COUNTY Harris
	STATE TX	ZIP CODE 77092
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	17	9	8	0	1	0	0	8	0	0	0	0	8
Professionals	36	14	22	0	0	0	1	13	2	2	0	0	18
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	2	1	1	0	0	0	0	1	0	0	0	0	1
Office & Clerical	40	7	33	1	1	0	0	5	2	2	0	0	29
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	1	1	0	0	0	0	0	0	0	0	0	0	0
TOTAL	96	32	64	1	2	0	1	28	4	4	0	0	56
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 9/13/2015 To: 9/26/2015		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Scott J. Mayer	SIGNATURE 	TITLE HR Legal Director	DATE MO DAY YEAR 07 15 2016
17. ADDRESS NO. & STREET 7135 Charlotte Pike, Ste 100	CITY Nashville	COUNTY Davidson	STATE TN
	ZIP CODE 39209	PHONE (AREA CODE, NO., EXTENSION) 615 - 850 - 0577	

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

DOC #12

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns and 3 rows for stockholder information. Row 1: SMS Holdings Corp / William T. Coakley Marital Trust. Row 2: Keith Wolken. Row 3: Empty.

Subscribed and sworn before me this 18th day of July, 2016. (Notary Public) Lorraine Brooks. My Commission expires: Sept. 11, 2017. Jim Burnett, Executive Vice President.



ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Page 16, Question 11. Overall annual sales for last three (3) years; 2012, 2013, 2014.
Information is proprietary

Page 21, Question 24. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
Information is proprietary

Pages 31 - 37, Section 5. References (Attachment F)
Annual volume figures are proprietary

7/18/16

Date



Executive Vice President
Authorized Signature & Title



Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommends that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

ServiceWear Apparel, Inc.

Vendor

Jim Burnett

Point of Contact

Executive Vice President

Title

615-301-6191

Phone Number

jburnett@servicewearapparel.com

Email Address

Signature: _____

Date: _____

7/18/16



**ServiceWear**
apparel®

7135 Charlotte Pike, Suite 100
Nashville, TN 37209