

**Solicitation Number: RFP #063022****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Strategic Equipment, LLC, 2801 S. Valley Parkway, Suite 200, Lewisville, TX 75067 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 3, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Strategic Equipment, LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/29/2022 | 12:53 PM CDT

DocuSigned by:
Rick De La Fuente
70435A715C02475...
By: _____
Rick De La Fuente
Title: Regional Chief Financial Officer
Date: 8/2/2022 | 9:57 AM CDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 8/2/2022 | 10:04 AM CDT

RFP 063022 - Commercial Kitchen Equipment with Related Supplies and Services

Vendor Details

Company Name: Strategic Equipment, LLC
Does your company conduct business under any other name? If yes, please state: Trimark
Address: 2801 S Valley Parkway, Suite 200
Lewisville, Texas 75067
Contact: Chuck Taylor
Email: chuck.taylor@trimarkusa.com
Phone: 469-261-5003
Fax: 469-240-7253
HST#: 62-1808341

Submission Details

Created On: Thursday June 16, 2022 09:14:24
Submitted On: Thursday June 30, 2022 13:16:44
Submitted By: Chuck Taylor
Email: chuck.taylor@trimarkusa.com
Transaction #: b7c85aea-0d6c-4500-802c-61c97587e748
Submitter's IP Address: 99.106.55.140

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|-----------|--|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Strategic Equipment, LLC |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Strategic Equipment, LLC is a wholly-owned subsidiary of Trimark USA, LLC, with Trimark being our trade and brand identity. Although not subsidiaries of Strategic Equipment, LLC, other Trimark divisions, operating under separate legal entities, share the same Trimark trade and brand identity and will participate in providing goods and services under this contract. These legal entities are: TriMark Marlinn, LLC; Hockenbergs Equipment and Supply Co, Inc.; S.S. Kemp & Co, LLC; TriMark United East, LLC; RW Smith & Co; Chefs Toys, LLC All Trimark divisions, regardless of legal entity, identify themselves in the marketplace as Trimark and share common values, goals, and principles. We work in cooperation with each other to present a seamless experience to our customers. |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | ISI Commercial Refrigeration, TriMark Foodcraft |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 641S7 |
| 5 | Proposer Physical Address: | 2801 S. Valley Parkway, Suite 200 Lewisville, TX 75067 |
| 6 | Proposer website address (or addresses): | www.trimarkusa.com |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Rick De La Fuente Regional Chief Financial Officer 2801 S Valley Parkway, Suite 200 Lewisville, TX 75067 Rick.DeLaFuente@trimarkusa.com 469-240-7219 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Chuck Taylor Manager Institutional Sales and Purchasing Co-ops 2801 S Valley Parkway, Suite 200 Lewisville, TX 75067 chuck.taylor@trimarkusa.com 469-250-7253 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Mark Kohlschmidt Senior VP Institutional and Contract Sales - Southern Region 9010 W. Little York Road, Ste 100 Houston, TX 77040 mark.kohlschmidt@trimarkusa.com 713-861-4455 ext. 5504 Amy Leasure Sales Executive Southern Region 5843 Barry Road Tampa, FL 33634 amy.leasure@trimarkusa.com 972-896-9893 |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|--|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | TriMark has been in business more than 125 years. TriMark is the most experienced foodservice supply company in the industry. We are the leading provider of foodservice supplies, equipment, and specialized kitchen solutions. We are committed to the unique vision of each customer - offering innovative ideas, cutting-edge insights and critical tools to support their passionate pursuit of excellence every day. From sourcing products to identifying cost-saving solutions, we help our customers operate more efficiently to achieve optimal results. We provide services to meet the unique needs of foodservice establishments. Our purchasing power allows us to stock the best equipment and supplies for the customer to run their operation efficiently. |
| 11 | What are your company's expectations in the event of an award? | Our position as the incumbent supplier in this category affords a unique perspective into the purchasing trends of Sourcewell members and allows us to identify opportunities for measurable growth. We expect to build on the foundational business we've established over the previous years as a trusted Sourcewell supplier by increasing our offering to include new product categories, consultative design capabilities, and service. We also expect immediate growth with the expansion of our contract award to TriMark and its subsidiaries, enhancing not only our responsiveness to Sourcewell members in their respective markets but also our ability to anticipate their individual needs in a proactive fashion. |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Strategic Equipment generated sales of \$558.5 million in 2021, which was a 22% increase over 2020. We generated \$26 million in Operating Income from those sales in 2021. This sales performance would rank Strategic the fourth largest foodservice equipment and supplies distributor in the United States. See Attachment - Income Statement Summary |
| 13 | What is your US market share for the solutions that you are proposing? | Trimark occupies the #2 position in the market with a 15% domestic market share (Source: Foodservice Equipment and Supplies 2022 Distribution Giants report, https://fesmag.com/research/distribution-giants/20180-2022-distribution-giants). |
| 14 | What is your Canadian market share for the solutions that you are proposing? | N/A. No data available related to Canadian market share. |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No, it has not. |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Strategic Equipment, LLC is a subsidiary of TriMark USA, LLC, a wholly owned and privately held corporation, and is best described as a distributor/dealer/reseller. We are the preferred supplier of the industry's top tier foodservice equipment and supply manufacturers, providing the breadth of a national company while maintaining the depth of a local dealer. |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | N/A |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | None |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | Foodservice Equipment and Supplies Magazine Dealer of the Year Award 2019 2020 Performance in Tabletop Award - International Smoke 2022 Vendor of the Year Award - Focus Brands (Schlotzsky's, Carvel, Cinnabon, Moe's Southwest Grill, McAlister's Deli, Auntie Anne's and Jamba) 2018/2020/2022 - Highest Volume Increase in Smallwares Category - ABC Buying Group 2022 - Highest Total Dollar Increase - ABC Buying Group |
| 20 | What percentage of your sales are to the governmental sector in the past three years | .43% of total sales were to the government sector |
| 21 | What percentage of your sales are to the education sector in the past three years | 2.1% of total sales were to the education sector |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Sourcewell Contract 091918-TMK 2019 - \$8,345,324.50 2020 - \$2,822,788.50 2021 - \$10,837,512.00 TASN Buyboard Contract 598-19 2019 - \$1,373,149.50 2020 - \$ 282,159.50 2021 - \$ 644,756.00 Choice Partners Contract 19/039TJ 2019 - \$4,603,797.50 2020 - \$2,467,064.50 2021 - \$ 904,155.50 |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | None |

Table 4: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * |
|-----------------------------------|--|----------------|
| Georgia Department of Corrections | Freddie Armstrong Facility Maintenance Engineer Advisor | 404-244-5748 |
| Waco Independent School District | Clifford Reece Director of Child Nutrition Services | 254-752-5522 |
| Clay County District Schools | Rosita Rivera Viera | 904-336-6855 |

Table 5: Top Five Government or Education Customers

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

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|----------------------------------|---------------|--------------------|--|--------------------------------|----------------------------------|
| Georgia Dept. Corrections | Government | Georgia - GA | Equipment, Dish Washers, Cooking Equipment, Fabrication, Design, Installation | Varied Several \$240,000.00 | \$3,200,000.00 |
| Auburn University | Education | Alabama - AL | Equipment, Walk in refrigerated rooms, Cooking equipment, Installation | \$200,000.00-\$2,000,000.00 | \$2,489,000.00 |
| Louisiana Stadium and Exposition | Government | Louisiana - LA | Equipment, Walk in refrigerated rooms, Cooking equipment, Installation | \$1,870,000.00 | \$1,870,000.00 |
| School District of Lee County | Education | Florida - FL | Equipment, Serving Lines, Refrigeration, Cooking Equipment, Décor Packages, Installation | \$100,000.00 - \$200,000.00 | \$1,582,000.00 |
| School Board of Clay County | Education | Florida - FL | Equipment, Walk in Refrigerated Rooms, Serving Lines, Cooking Equipment, Décor Packages | \$100,000.00-\$200,000.00 | \$1,447,000.00 |

Table 6: Ability to Sell and Deliver Service

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

| Line Item | Question | Response * |
|-----------|---|---|
| 26 | Sales force. | Strategic Equipment a division of TriMark USA has seven sales people dedicated to the institutional market. This staff is located in: Dallas and Houston, Texas; Tampa, Florida; Knoxville, Tennessee; Duluth, Georgia. Our sister companies have sales staff located throughout the country. TriMark USA has 45 sales offices, with over 500 outside sales people and 200 inside sales people. This sales team is backed by over 600 project and operational support members. TriMark USA has 39 distribution centers. |
| 27 | Dealer network or other distribution methods. | We use our sister companies in TriMark USA and their respective distribution centers to fulfill the specifics of the RFP. This includes sales, project management, design, etc. |
| 28 | Service force. | We provide standard service repair during operating hours (both on-site and in-shop), emergency service repair on-site, installation (both project and single replacement), and planned maintenance (PM) service for the Commercial Food Equipment Industry. In addition, customers looking to repair their own equipment, we sell OEM parts with an inventory of over \$3 Million in our distribution facilities. In-house service territories include Alabama, Georgia, Florida, and Texas with a fleet of over 100 vehicles. TriMark is a proud member of the Commercial Food Equipment Service Association (CFESA). TriMark partners with authorized service agencies within neighboring states for both in and out of warranty service repairs as well as installation. |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | New customers will be required to complete a New Customer Application. Upon receipt and review by our credit department, an open account with Net 30 day terms will be established and orders may be processed. Once the Sourcwell member acknowledges acceptance of the quotation and submits a valid purchase order, the Project Coordinator assigned to the account will process the order, place purchase orders to the manufacturers, and advise of the tracking information once that is made available. |

| | | | |
|----|---|---|---|
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | To obtain our goal of providing the highest lever of customer service and support, Strategic employs a team approach. The primary client contact is the Sales Executive or Account Manager assigned to the customer. To facilitate order fulfillment, the Sales Executive will assign a Project Coordinator or inside sales professional to assist with order placement, tracking of shipments, and other administrative functions. If the size of the project warrants additional resources, an onsite Project Manager will be assigned to assist with tracking and scheduling shipments and coordinating installation of the equipment, working in cooperation with the customer's general contractor and subcontractors. This team approach provides for the flow of shared information so each team member can provide timely and responsive updates and information to the customer regarding the project. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States. | Strategic, along with our participating Trimark divisions comprise one of the largest sales forces in the industry, providing coverage nationwide. In addition, we have developed a team of experienced professional Sales Executives dedicated to serving the institutional market and growing our market share in this sector. Developing the institutional market is one of our key initiatives company-wide and we view it as one of our greatest opportunities for growth. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada. | While our experience in providing products and services to customers in Canada has been very limited, primarily in support of our chain account customers, we are developing the contacts and channel partnerships necessary to pursue more opportunities in that market. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | N/A | * |
| 34 | Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | N/A | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Freight and transportation costs would be based on actual cost plus mark up | * |

Table 7: Marketing Plan

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | We plan to distribute marketing materials to our sales team and customer base that highlight our contract capabilities. Our award will be posted on our company website and all our web marketing platforms will be updated to include content designed to draw attention to our contract offerings with links to the Sourcwell home page and our vendor landing page. We will continue to exhibit at regional and national trade shows providing the best opportunity to meet prospective members with the intent of generating new cooperative sales leads. We will periodically distribute marketing materials via direct mail and email marketing campaigns designed to underscore cooperative purchasing and our commitment to our Sourcwell partnership. | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Strategic has a robust social media presence. We post across five social media platforms on a weekly basis sharing recent company programs, restaurant installations, community involvement, hiring activities and industry partnership. We've recently launched BIM 360 utilizing technology to provide a live, shared digital workspace to facilitate project management and critical planning. | * |
| 38 | In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process? | As an incumbent supplier for Sourcwell, the cooperative purchasing vehicle is fully ingrained and has become fundamental to our sales and marketing strategy. The success thus far is largely attributed to the collaborative efforts of our Sourcwell contract administrators, promoting our contract to interested members and coordinating marketing efforts. We have seen significant growth in Sourcwell contract sales over the past year as a result of our focused attention on the institutional market and development of our Institutional Sales Team. We anticipate this to continue to grow as team members become more and more experienced with utilizing the benefits offered by cooperative purchasing. | * |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Currently we provide custom e-procurement portals tailored specifically to customers who regularly place replenishment orders of common items. This platform optimizes the ordering and delivery process for our repeat customers. This service will be made available to any Sourcwell member who believes this will fit their specific need. We also participate in Sourcwell Equal Level, currently positioned with an expanded profile with plans to move to a catalogue store in the future. | * |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|---|---|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | We work in coordination with the local manufacturer's representatives to schedule on-site training and product demonstration designed to maximize familiarity and comfort with a new piece of equipment. Additionally, most manufacturer's representatives employ chefs who will assist our customers in menu development and testing and programming recipes for consistency and productivity. In most cases these services are provided at no additional cost to the customer. However, there may be cases where, due to the remote location of the customer or the requirement for multiple trips, a fee would be required. In those instances we would provide the customer with a quote based on the Ancillary rate in the pricing agreement. |
| 41 | Describe any technological advances that your proposed products or services offer. | Foodservice equipment manufacturers constantly update products to incorporate the latest innovations in design, function, and technology. Some recent examples are: High speed, fast bake ovens - reduce cooking time leading to higher productivity and efficiency. High efficiency fryers with oil recovery systems that significantly reduce the consumption of oil, reducing costs and increasing profitability. Induction cooking - provides the most efficient transfer of energy and allows more flexibility in locating cooking and serving locations Ventless technology for cooking equipment and warewashing equipment - allows for use of equipment where a traditional ventilation system would have been unfeasible. |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | Equipment manufacturers invest heavily into research and development of new products able to operate at peak efficiency while minimizing impact on the environment. Strategic offers many Energy Star certified products and encourages the use of high-efficiency equipment whenever possible. For projects in development, our designers can collaborate with architects and consultants seeking LEED green building certification. On the operational level, our Strategic facilities employ motion-activated lighting, engage in pallet recycling programs, minimize packaging, and follow waste reduction protocol. Agencies that regulate and certify this equipment are: U.S. Department of Energy - www.energy.gov U.S. Environmental Protection Agency - www.epa.gov U.S. Green Building Council - new.usgbc.org |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | N/A |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | None |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Strategic is more than just an equipment and supplies provider. Our approach is more like a consultant. Our sales force is comprised of trained and experienced foodservice professionals, many holding CFSP accreditation, who are adept at working with the customer to identify needs and develop solutions. We truly provide a "turnkey" experience by offering services that include menu development, space and layout design, equipment specification and procurement, project management, delivery and installation, equipment demonstration and training. We take the project from inception to completion and employ a team of experts to assist the customer all along the process. Our national footprint and multiple warehouses help to provide timely delivery of products to our customers |

Table 9: Warranty

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

| Line Item | Question | Response * |
|-----------|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | Warranties are those supplied by the equipment manufacturers. Generally cover parts and labor. |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Warranty will not cover abuse or lack of maintenance. |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | We have coverage in the United States. |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | We warranty any work we perform. The equipment is covered by the original equipment manufacturer. |
| 51 | What are your proposed exchange and return programs and policies? | Special order items are not returnable and will not be exchanged. If a manufacture will take back an item they consider returnable, the return must have an RMA and be returned within 90 days in the original carton. All freight, restocking, damage plus a service fee will be deducted from the credit for equipment. |
| 52 | Describe any service contract options for the items included in your proposal. | We offer preventative maintenance contracts for refrigeration equipment in Texas. DFW, Houston, Beaumont and Austin. |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|--|---|
| 53 | Describe your payment terms and accepted payment methods. | Standard payment terms are Net 30 days. To be considered for an open account, all new customers will be required to complete a New Customer Application and provide tax exemption certification if applicable. All applicants are subject to Strategic's Credit Terms and Policies and must meet criteria specified therein. Finance charges of 1/5% per month (18% APR) or the maximum rate that an applicant may lawfully contract to pay, whichever is less, on any payment Seller considers past due until collected. Accepted payment methods include check, ACH, wire transfer, credit card |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | TriMark Strategic has developed business relationships with several reputable third-party leasing companies and can provide Sourcewell customers with information regarding this option upon request. |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Strategic will require a valid Purchase Order from Sourcewell customers. Upon acceptance, Strategic will agree to the terms and conditions set forth in the Purchase Order. All quotes submitted by Strategic to Sourcewell customers will be on a standard Quotation Form and will have this statement regarding the Terms of Sale: "This Quote shall be subject to Trimark's Terms of Sale http://www.trimarkusa.com/SiteMedia/SiteResources/Term/TriMark-Terms-and-Conditions-of-Sale.pdf , which are incorporated herein by reference. The customer's Purchase Order terms and conditions shall govern. |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, we accept P-cards as well as Visa, Master Card, American Express, and Discover. There is a 2.5% administrative fee for these transactions. |

Table 11: Pricing and Delivery

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

| Line Item | Question | Response * |
|-----------|---|--|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Due to the breadth of products and thousands of SKU's that we offer, we will employ a catalogue discount price model. Each manufacturer is assigned a set percentage discount off the published list price. Pricing extended to Sourcewell members will not exceed the contracted discount. A comprehensive matrix detailing the discounts and product categories by manufacturer will be made available. Note that some of the manufacturers listed do not have a published list price since their products are typically custom-made to each individual application. These include manufacturers that produce ventilation hoods, walk-in coolers and freezers, custom serving lines, custom stainless steel fabrication, etc. Since there is no published list price, we will provide a custom quote for these items. See Attachment for Detailed Discount Matrix |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | The discounts listed in the discount matrix range from 0% (List) to 70% off manufacturer's published list price. |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | Due to the amount of discount offered, there are no additional quantity/volume discounts or rebates available. |
| 60 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Pricing for any manufacturer not listed on the discount matrix will be provided by a quote upon request. Ancillary products and services will be provided at cost + 15%. Examples are: Design Services Project Management Freight and Logistics Consolidation and Storage Replacement parts Furniture Linens Uniforms Aprons Laundry Equipment Custom Fabrication Millwork Kiosks All Others |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Acquisition costs not specifically detailed in this proposal are hypothetical and dependent upon a number of variables. For example, if a customer should experience unforeseen delays in construction or renovation of a foodservice facility and is unable to accept scheduled delivery after an order has shipped, Strategic will coordinate with the carrier to reroute the shipment to a warehouse facility for storage until such a time the delivery can be rescheduled. Costs to receive, warehouse, stage, and deliver the order would be addressed with the customer and invoiced at a cost + rate as outlined above. |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | All applicable freight charges will be quoted upon request and Strategic will prepay the charges and add these costs to the invoice in line with the pricing structure outlined for Ancillary Items. Due to our buying power and favorable relationships with leading manufacturers, Strategic has negotiated free shipping or reduced freight rates on many product lines. In these cases, the cost savings will be passed along to the Sourcewell member. |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | For shipments to Alaska, Hawaii, Canada, or offshore location, we typically provide shipping estimates to a freight forwarder at the nearest port of entry to the contiguous USA. I |

| | | | |
|----|---|---|---|
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Products requiring technical expertise to properly install and calibrate, such as warewashing equipment and combi ovens, may be shipped directly from the manufacturer to the factory authorized installer for delivery. Additionally, large projects typically require consolidation of equipment to a storage facility for later delivery by a Strategic installer or third party installation partner. | * |
|----|---|---|---|

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|----------|
| 65 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. | We now have a dedicated sales force focused specifically on the Institutional Market and each team member is well-versed and trained on the provisions and requirements of the Sourcwell agreement. Compliance will be monitored by the Manager of Institutional Sales and Purchasing Co-ops. All sales made through the Sourcwell contract will be keyed with an identifier in our order system and tracked to facilitate accurate quarterly sales reporting. | * |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | We monitor each quotation by generating a quote and confirming pricing and profitability. We set goals for sales and margin for our sales staff and the department as a whole. | * |
| 68 | Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | 1.5% | * |

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

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | Strategic Equipment is offering products of every category of food service equipment. This includes, cooking, holding, preparation, refrigeration and walk in coolers and freezers, warming, transport, bakery and ware washing, ventilation hoods; fire systems, fans, and pollution control equipment that would be tied to the hoods. We also offer smallwares, table top, utensils, supplies and disposables. We offer project management, set in place and installation. We provide after the sale service fo refrigeration equipment in the major Texas metropolitan areas. | * |
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Food Service Equipment, Supplies and Disposables: Equipment, tables, mixers, dish washers, mixers, slicers, vent hoods, walk in coolers and freezers, cooking equipment, laundry equipment, ovens, bar equipment, beer systems, small wares, table top. | * |

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

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|---|--|--|
| 71 | Kitchen and foodservice equipment and appliances | <input checked="" type="radio"/> Yes <input type="radio"/> No | We have access to and can provide equipment from all foodservice manufacturers. This includes but is not limited to all kitchen ventilation and refrigerated rooms. We can also provide products from categories such as commercial laundry, equipment medical refrigeration and more. |
| 72 | Components, accessories, and parts for the equipment and appliances described in Line 71 above | <input checked="" type="radio"/> Yes <input type="radio"/> No | Components and parts that are accessories can be added at the time of ordering. Replacement parts can be provided as requested. |
| 73 | Foodservice small wares, tools, dispensers, supplies, and furnishings complementary to an offering of the solutions in Line 71 above | <input checked="" type="radio"/> Yes <input type="radio"/> No | We have access to and can provide foodservice small wares, tools, dispensers, supplies, and furnishings as requested. We have access to all foodservice small wares companies and have a proprietary line of small wares |
| 74 | Services complementary to the acquisition, operation, and upkeep of the solutions described in Lines 71-73 above, including design, installation, removal, disposal, inspection, repair, maintenance, training, and support. However, this solicitation should NOT be construed to include "services only" solutions. | <input checked="" type="radio"/> Yes <input type="radio"/> No | We provide a full service design, installation, repair, training, and preventative maintenance programs. |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|---|---|
| 75 | Describe your design service offering, if available. | Strategic Equipment has a full design department with over 20 designer/CAD operators on staff. |
| 76 | Describe the installation process and how it is managed from product order to completion. | Installation/set in place if quoted is processed through our order department. Installation is scheduled based on the equipment arrival schedule. We may use our own team or a third party company to complete the install. |
| 77 | Describe how your company will handle supply issues, product substitutions and special orders products. | We are constantly reviewing the market place for industry supply chain issues. We search for comparable alternates for consideration that may reduce delays. All substitutions will be submitted for approval to the purchasing entity. Special orders are processed through our order entry and purchasing department. The items can be drop shipped or installed based on requirements. |

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
| | | |
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Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Tri-Mark Pricing Update 2022 (003) - Copy.pdf - Thursday June 30, 2022 10:25:11
 - [Financial Strength and Stability](#) - SELLC 2021 Income Statement Summary.pdf - Monday June 27, 2022 11:18:43
 - [Marketing Plan/Samples](#) - Marketing Samples.zip - Wednesday June 29, 2022 15:05:42
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Attachments.zip - Wednesday June 29, 2022 15:06:13

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chuck Taylor, Manager Institutional Sales and Purchasing Coops, Strategic Equipment, LLC

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

Yes No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| Addendum_1_Commercial_Kitchen_Eqpt_RFP_063022 Thu June 23 2022 08:54 AM | <input checked="" type="checkbox"/> | 1 |

**AMENDMENT #1
TO
CONTRACT # 063022-SES**

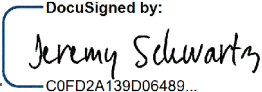
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcwell** and **Strategic Equipment, LLC (“Strategic”)**, now known as **TriMark USA, LLC** (Supplier).

Sourcwell awarded a contract to Supplier to provide Commercial Kitchen Equipment with Related Supplies and Services to Sourcwell and its Participating Entities, effective August 2, 2022, through August 3, 2026 (Contract).

Strategic Equipment, LLC, changed its name to “TriMark USA, LLC.” No other structural changes have taken place with the company. All references to “Strategic Equipment, LLC” in Contract #063022-SES will be replaced with “TriMark USA, LLC.”

Except as amended, the Contract remains in full force and effect.

Sourcwell

By:  _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/20/2024 | 6:12 AM CDT

TriMark USA, LLC

By:  _____
2A74C4E09EA642A...
Karen McCain, Executive Vice President

Date: 5/17/2024 | 9:44 AM PDT