

**MASTER AGREEMENT #040726****CATEGORY: Commercial Kitchen Equipment with Related Supplies and Services****SUPPLIER: Stafford-Smith, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Stafford-Smith, Inc., 3414 South Burdick Street, Kalamazoo, MI 49001 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 22, 2030, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year (1) extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #040726, Category A – K-12 Entities/School Food Authorities (SFA) and/or Category B – Non-K-12 Entities to Participating Entities. In-scope solutions include:
  - a) Commercial-grade kitchen and foodservice equipment and appliances;
  - b) Components, accessories, and parts for the commercial-grade kitchen equipment and appliances described Section 7)a);
  - c) Foodservice small wares, tools, dispensers, supplies (excluding food products, disposable consumables, and general janitorial supplies), and furnishings directly related to and supporting the proposer's offered solution in Sections 7)a) and/or 7)b); and
  - d) Equipment-related services directly related to the acquisition, installation, operation, servicing, and upkeep of the proposer's offered solutions in Sections 7)a) – 7)b), including design, installation, removal, disposal, inspection, repair, maintenance, training and support.
    - i) Services excluded from this solicitation include general construction, remodeling and building system work (including electrical, plumbing, HVAC, and hood or fire suppression systems), except as incidental and necessary to install or service the offered equipment.

Solutions described in Sections 7)c) – 7)d) are considered complementary to the core equipment and parts offerings described in Sections 7)a) – 7)b) and are not intended to be offered as standalone or primary solution sets. Proposers must demonstrate a substantive offering of equipment and/or parts under Sections 7)a) – 7)b), and solutions under Sections 7)c) – 7)d) may only be offered in conjunction with those core offerings.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to

the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

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

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

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

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

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

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

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

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

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

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
  - \$1,500,000 Personal and Advertising Injury
  - \$2,000,000 aggregate for products liability-completed operations
  - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

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

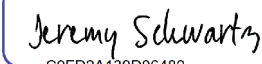
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Stafford-Smith, Inc.

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 6/23/2026 | 4:05 PM CDT

DocuSigned by:  
  
0085CCCE159345C...  
By: \_\_\_\_\_  
David M. Stafford  
Title: President/CEO  
Date: 6/23/2026 | 12:40 PM PDT

# RFP 040726 - Commercial Kitchen Equipment with Related Supplies and Services

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## Vendor Details

Company Name:	Stafford-Smith, Inc.
Does your company conduct business under any other name? If yes, please state:	n/a
Address:	3414 S Burdick Suite 202 Kalamazoo, MI 49001
Contact:	Cris Gross
Email:	cgross@staffordsmith.com
Phone:	800-968-2442 3701
Fax:	269-585-6201
HST#:	38-1059585

## Submission Details

Created On:	Tuesday March 03, 2026 13:52:10
Submitted On:	Monday April 06, 2026 14:24:22
Submitted By:	Cris Gross
Email:	cgross@staffordsmith.com
Transaction #:	a9374409-2936-4242-96d6-3e09eb10d64e
Submitter's IP Address:	10.13.0.11

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## Specifications

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

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

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

#	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Stafford-Smith, Inc. *
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y *
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A- we do not do business by any other name. *
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A- we do not have a CAGE code or UEI *
5	Provide your NAICS code applicable to Solutions proposed.	423440
6	Proposer Physical Address:	3414 South Burdick Street Kalamazoo, MI 49001 *
7	Proposer website address (or addresses):	www.staffordsmith.com *
8	Proposer's Authorized Representative (name, title, address, email address & phone) (This representative must have authority to sign the "Proposer's Assurance of Compliance"	Cris Gross VP Sales & Mar *

<p>on behalf of the Proposer):</p>	<p>keting 400W.FrontSt. Suite#202 TraverseCity, MI49686 cgross@staffo rdsmith.com (231)590-8126</p>
<p>9 Proposer's primary contact for this proposal (name, title, address, email address &amp; phone):</p>	<p>David M. Stafford President &amp; CEO 3414 South Burdick St. Kalamazoo, MI 49001 dms@staffordsmith.com (269)998-1418</p>
<p>10 Proposer's other contacts for this proposal, if any (name, title, address, email address &amp; phone):</p>	<p>Heather Gritter CFO 3414 South Burdick St. Kalamazoo, MI 49001 (517)719-3819</p>

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

# Question	Response *
<p>1 Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Stafford-Smith (SSI) is a third generation, family owned, nationally recognized commercial food service distributor specializing in partnering with and growing our customer's profitability and quality of operations through our unique combination of four vast industry experiences, strong purchasing power, dedication to reliable customer service, and a wide array of services. Our Corporate office is in Kalamazoo, MI with additional physical offices in Michigan, Indiana, Wisconsin, New York, New Jersey, North Carolina, Florida, Georgia, Texas, Missouri, and Oklahoma (18 total) plus satellite locations in Minnesota, Ohio, Pennsylvania, Arkansas, and California. Established in 1940, Stafford-Smith has been successful in providing cost effective food service equipment solutions for K-12, colleges and universities, regional and multi-unit operators, restaurants, bars, stadiums, casinos, hospitals, governmental entities, senior care facilities, hotels, correctional facilities, supermarkets, and more throughout the US and abroad. We have the ability to service our customer's needs from the smallest piece of replacement equipment to a complete kitchen to every piece of equipment for a professional sports stadium. No job is too small or project too large and we pride ourselves in doing what we say we're going to do and providing timely communication throughout the sale. Our access to every major brand in the industry and the</p>

	<p>ehighvolumeofproductswebuyfromthosevendoreveryyear,pairedwithour86yearsofcompanyexpertisemakesusagreatchoiceforallfoodserviceequipmentpurchasesbySourcewell'smembers.</p>
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<p>rofstateswhere youhavemade sales.</p>	
<p>1 5 TellusyourCanadianmarketshareforyourproposedSolutions.  OR,providethenumberofCanadianEducationandGovernmententitiesyouhaveservedoverthepastthree(3)years,yourretentionrates,alongwiththetotalnumberofprovinceswhereyouhavemadesales.</p>	<p>Stafford-SmithcurrentlyhasasmallCanadianmarketshare.We haveinstalledseveralPaneraBreadandZoup!FreshSoupCompanylocationsinOntarioinrecentyears,wehavejustwrappeduprollingoutequipmenttomultipleFreddy'slocationsandwearecurrentlyworkingonbiddingaprojectinMontreal.WedohavedemandforCanadiangrowthfromourcustomerslikeSourcewell,ourNationalChainrestaurantcustomers,andothersandhavemadeitaCorporateprioritytohaveastrongerpresenceinthatmarketgoingforward.</p>
<p>1 6 DiscloseallcurrentandcompletedbankruptcyproceedingsforProposerandanyincludedpossibleResponsiblePartywithinthepastsevenyears.  ProposermustprovidenoticeinwritingtoSourcewellifitentersabankruptcyproceedingatanytimeduringthependencyofthisRFPEvaluation.</p>	<p>Wehaveneverhadanybankruptcies.</p>
<p>1 7 Howisyourorganizationbestdescribed:isitamanager,manufacturer,adistributor/dealer/reseller,oraserviceprovider?Answerthe</p>	<p>a)Stafford-Smithisanindependent,familyowneddealer/distributor/wholesalerwhoseservicesalsoincludeconsulting,installation,fabricationandlogistics.</p>

<p>question that be applicable to your organization, either a) or b).</p> <p>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 product proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	
<p>1. If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization.</p>	<p>Our custom fabrication shop carries NSF&amp;ETL/UL certifications and our Kalamazoo, MI holds same mechanical license for refrigeration, but beyond those, no licenses or certifications are required to do business associated with the sales side of this RFP. For installation of our equipment, we use only subcontractors that are properly licensed as required in the markets in which they are working for us. For example, SSI would only use a licensed refrigeration contractor to install a walk-in with refrigeration to perform that kind of project.</p>

<p>organization(includingthirdpartiesandsubcontractorsthatyouuse)inpursuitofthebusinesscontemplatedbythisRFP.</p>	
<p>1 Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years.</p> <p>Proposer must provide notice in writing to Source well if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Stafford-Smith has had no debarments or suspensions.</p>
<p>2 Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Stafford-Smith is proud to have been awarded the Foodservice Equipment and Supply Magazine Dealer of the Year multiple times, most recently in 2021. We regularly receive supplier awards from our vendor partners annually, most recently from Structural Concepts, Alto-Shaam, Rational, Atosa, Hobart and Vulcan. We've also been acknowledged by other partners that we feel reflect well on a great way we help our customers save money through energy credits and have received DTE's Trade Ally of the Year in 2021, Consumers Energy Top Distributor in 2021 and 2023 and Con-Edison's National Grid Project of the Year in 2021 for the largest sale of high efficiency equipment. Although all of those vendor awards are nice, we are most proud of the awards we receive from our customers. Some examples of those include Tropical Smoothie Cafe named a National Vendor of the Year in 2021, 2023 and 2024 and Inspire Brands (Sonic, Buffalo Wild Wings, Jimmy John's, Arby's, etc.) have named us National Partner of the Year most recently in 2022 and 2024. Please find pictures of some of these awards in the Additional Documents upload area.</p>
<p>2 What percentage of your sales were to the governmental sector in the past three years?</p>	<p>2025=2% 2024=1% 2023=1%</p>
<p>1 What percentage</p>	<p>2025=22%</p>

<p>2 geofoursales weretotheeduc ationsectorinth epastthreeyea rs?</p>	<p>2024=21% 2023=19%</p>
<p>2 Listallstate,coo 3 perativepurcha singagreement sthatyouhold. Whatistheann ualsalesvolum eforeachofthes eagreementso verthepastthre eyears?</p>	<p>Sourcewell: 2025=\$5,023,213 2024=\$5,385,136 2023=\$2,586,377</p> <p>Compass/Foodbuy: 2025=\$4,135,688 2024=\$1,341,190 2023=\$1,106,966</p> <p>MHEC: 2025=\$77,034 2024=notincontract 2023=notincontract</p> <p>E&amp;I: 2025=\$214,145 2024=\$64,879 2023=\$38,992</p> <p>CoPro+: 2025=\$475,793 2024=\$786,854 2023=\$798,132</p>
<p>2 ListanyGSAco 4 ntractsorStand ingOffersandS upplyArrange ments(SOSA)t hatyouhold.W hatistheannual salesvolumefo reachofthesec ontractsoverth epastthreeyea rs?</p>	<p>Wedonotholdanyofthesecontracts.</p>

## Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Sodexo@MunsonHospital-TraverseCity,MI	RoyBartle-Thomas	(231)935-6312	*
CSCofEasternHancockCounty-Charlottesville,IN	TracyWilson	(317)936-5444ext.407	*
CorewellHealth WilliamBeaumontUniversityHospital-RoyalOak,MI	BryanCicchini	(813)426-5241	*

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

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

# Question	Response *	
2 6 Salesforce(see instructions above).	Stafford-Smith currently employs 122 Account Executives across the country. Of those, twelve are also Region Managers for us who oversee our 18 physical office locations and the sales teams within them plus the remote Account Executives with ties to these offices and strategically located in other states to broaden our coverage. We have three VP's within that group that are an integral part of our sales force as they oversee all three of our business channels including Negotiated/GPO/Co-Op sales, National Chain Accounts and Contract/Bids. SS I also has a program in place to add to our Sourcewell sales team to maintain our level service as our volume grows with your members.	*
2 7 Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Stafford-Smith is not part of any dealer consortium because we feel our business and position in the market place allows us to stand on our own. We are able to distribute our products and services through a network of Stafford-Smith owned warehouses, a strong partnership with a few companies that work with a national network of over 1,400 warehouses, our installation partners spread across the country and the just-in-time inventory available from nearly all of our equipment vendors. We use a combination of any or all of these assets to meet or exceed the expectations and meet the deadlines and requirements of our customers.	*
2 8 Service for (see instructions)	Our company relies heavily on the capable national network of Authorized Service Agents (ASA's) vetted and backed by the manufacturer's we sell. In addition, Stafford-	*

<p>ctions above )</p>	<p>Smith employs 16 service technicians and a support staff that service Central and Southwest Michigan (only)</p>
<p>2 Describe the ordering process. If order will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Once a member of Sourcewell approves a quote for purchase, and are currently a Stafford-Smith customer, their PO is processed as quickly as possible to our internal sales support team. Purchase orders to our vendor from sales support typically happen within 24 hours. Once an order is placed and acknowledged back from the vendor(s), shipping information is conveyed to the customer. Orders will ship directly to the customer or to our installers, whichever has been requested, via parcel or common carrier shippers. Once SSI is notified by the shipper that the order has been delivered, final invoicing is sent by our accounting team to the customer.</p>
<p>3 Describe in detail the process and procedure of your customer service program and issuer resolution program, if applicable.  Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>This is an area we feel we've really developed and improved recently. We have grown our Sourcewell team and improved the way we handle opportunities from your members in a way that has improved our customer service and allows us to handle more quotes and orders with greater efficiency than we have before. We now process incoming opportunities from your membersto our various teams based on their responsibility to cover certain geographical areas and have two team leads, divided by the Northern and Southern states, that help oversee all Sourcewell business from start to finish. In real time, they make sure quotes are being returned in a timely fashion and orders are being delivered with accuracy. Our goal is to respond to calls and correspondence within a business day and with quotes in no longer than 24 hours. Quotes that require custom items, laundry equipment, residential appliances, delivery, installation or other services sometimes take longer to quote because we are relying on vendors that typically have slower response times than normal. A benefit of expanding the number of SSI Account Executives on the Sourcewell team has also been an increased number of sales support people involved in helping with your accounts as well because every office has their own support staff. This has helped spread workload over more people which has increased our efficiency and capacity - with room to grow! When issues arise, the responsible SSI Account Executive has been directed to bring whatever it is to the team leads for help and up the chain as needed to resolve the problem quickly and efficiently. We understand issues will arise from time to time, but working with our customers to handle them quickly and efficiently is a priority for us. Please find our coverage maps and our overall Marketing plan and Goals for our Sourcewell team and business in the Marketing Plan/Samples Folder in the Documents upload area..</p>
<p>3 Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>Using a combination of our various offices and vast team in conjunction with our national network of highly reliable warehousing and installation vendors we feel that we have an exceptional amount on coverage to service your members wherever they are. Couple that with SSI's position amongst the nation's largest FSE dealers in our industry, our proven ability to effectively handle single piece orders or run the largest full kitchen projects, and our flexibility to work with Sourcewell and it's members on providing non-traditional products when needed. We look forward to continuing to be a consistent, nimble, and dependable partner to Sourcewell and it's vendors for years to come.</p>
<p>3 Describe your ability and willingness</p>	<p>As mentioned previously in the RFP, this is a growth area that we are dedicated to based on requests from Sourcewell and other customers. We are currently working through the recent changes to CARM and other new importing practices and requirements by the Canadian govern</p>

<p>o provide yo ur products a nd services t o Sourcewel l participatin g entities in C anada.</p>	<p>ment. We are in discussions with distributors and installers who can help us deliver our equipm ent to SSI's standards across all Canadian provinces.</p>
<p>3 Identify any g eographic ar eas of the Uni ted States or Canada that you will NOT be fully servi ng through th e proposed a greement.</p>	<p>There are no areas within the United States that we will not service and once we establish prope r resources and channels to carry out business in Canada, we have no intention of limiting cove rage areas there either.</p>
<p>3 Identify any a ccounty type o f Participatin g Entity whic h will not hav e full accesst o your Soluti ons if a warde n agreement, and the reason ing for this.</p>	<p>All of your members that have commercial food service equipment, commercial laundry or res idential equipment will have full access to our services.</p>
<p>3 Define any s pecific require ments or res trictions that would apply to our partici pating entitie s in Hawaii an d Alaska and in US Territor ies.</p>	<p>We have and will continue to do business in all of these areas. There are additional costs for frei ght, installation and ancillary costs (permitting, etc.) that are typically higher than in the contigu ous 48 states, but we make all customers aware of this in our quotes. We strive to be as fully tran sparent and up front at all times.</p>
<p>3 Will Propose 6 extend term s of any war ded master a greement to non-profit ent ities?</p>	<p>Yes, we work with non-profits and our contracted pricing will extend to them as well.</p>

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

# Question	Response *
<p>37 Describe your marketing strategy for promoting this opportunity.</p> <p>Upload representatives of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Our people are our best assets and the taking great care of our customers is our overall Marketing strategy. To promote Sourcewell through Marketing, we ask our team to participate in as many Sourcewell events as possible including the annual H2O conference, regional Academy events, and any other opportunities available for our team to support you and learn more about how to be a better partner. We also use the various Marketing assets that we create internally which include your logo and our contract number on it to distribute physically by your Account Executives and via e-mail, hard mail and social media to reinforce our collective desire to have them use their Sourcewell contract to purchase from Stafford-Smith.</p> <p>Please find examples of our Marketing assets as well as our overall Marketing plan and Goals for our Sourcewell team and business in the Marketing Plan/Samples Folder in the Documents upload area.</p>
<p>38 Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Our company has grown a lot in this area over the last few years. We have strong partnerships with our core vendors and with their help, we create a wide variety of Marketing products that feature new technology, commonly purchased (commodity) equipment at special pricing, special purchases from vendors or stock sales - all in an effort to help your member equip their facilities with the right equipment at the right price and when they need it. We use e-mail campaigns and all social media platforms to get these assets into the customer's hands. The metrics that come back on how well the offerings were received are managed in our CRM which we analyze constantly to be sure we're sending them out with a respectful consistency and are relevant to their needs. When sending these assets to Sourcewell members we typically include your logo and our contract number to promote them using their Sourcewell contract to purchase with us.</p> <p>Please find examples of recent e-mail assets and social media posts with metrics on their performance in the Marketing Plan/Samples Folder in the Documents upload area.</p>
<p>39 In your view, what is Sourcewell's role in promoting agreements arising out of this RFP?</p> <p>How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Sourcewell does an exceptional job with this already, especially in the way Jim Benson and Jessica Vukelich meet with us regularly and are there to assist with whatever Marketing materials or campaigns we are working on at the time. They do a great job of letting us know when there are upcoming events they will be at so that we can look at participating as well, giving us exposure to more members. They also refer us regularly to members for the traditional products and services in our category, but just as importantly are also referring customers to us that are looking for food service equipment as well as non-traditional products that they are hoping we can source as well. This pushes us to look outside the normal item set to expand our offerings and widen the Sourcewell member's potential work with. Our hope with this would only continue to grow with our contract renewal and our partnership with Sourcewell.</p>
<p>4 Are your Sol</p>	<p>We do not currently have a e-procurement ore-</p>

<p>Options available through e-commerce Procurement e-commerce ordering process?</p>	<p>commerce platform for general business at this time. We do manage several private e-commerce sites for national chain accounts, but these are all for customers with a finite set of equipment for their franchisees that are approved by Corporate entities and cannot purchase too far out of what is available on those sites. SourceWell members have no such restrictions, making it very difficult to choose which item to add to an e-commerce site. We are certainly open to those discussions if it makes sense for all. We do have some features with our digital catalog that allow customers to add items into a cart which sends an e-mail to our Account Executives for quoting. Our customers love this feature!</p>
<p>If so, describe your system(s) and provide one (1) example of how government and educational customers have used them.</p>	

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

# Question	Response *
<p>4.1 Describe any product, equipment, maintenance, or operator training programs that you offer to SourceWell participating entities.</p> <p>Included details, such as whether the training is standard or optional, who provides the training, and any costs that apply.</p>	<p>For equipment training, we have a network of Manufacturer's Reps that are in every part of the US and Canada and work within the layer between the dealer (Stafford-Smith) and the factory and who provide complete equipment training when needed. Depending on the equipment, these training services are provided by the Rep at no charge to the end user. In many cases there are also thorough equipment training videos available from the manufacturers as well. If training is not included at no charge and is a charged item, we will do our best to make our customers aware of that and include the cost to provide the training upfront.</p> <p>The Reps also help us and the manufacturers with pre-sale equipment demonstrations as required and problem resolution when issues occur.</p> <p>Maintenance procedures and care recommendations are provided by the manufacturer within the owner/operating manuals with every new piece of equipment.</p>
<p>4.2 Describe any technological advances that your proposed Solution offer.</p>	<p>New technology is constantly coming out of our industry! It happens so often that the National Restaurant Association bestows Kitchen Innovation awards to the manufacturers of the products they feel were the most revolutionary each year. Some of the highlights of the equipment receiving this prestigious award for 2026 include:</p> <ul style="list-style-type: none"> <li>- Blentec's Ultra Jar blender jar which has an improved vortex design which helps accelerate blending speed without sacrificing drink quality</li> <li>- Randell's HCl drop-in combination food wells that are available with hot and cold wells within the same drop-in unit for the ultimate inflexibility for schools and others serving applications</li> </ul>

	<p>- Hatco's programmable Induction range can manage up to six cooking stages per burner to help maximize cooking speed while maintaining product quality</p> <p>- Hobart's latest FT2000 flight type dish machines with all new features to reduce a lot of time and has Adaptive Washing which senses incoming ware and automatically adjust the conveyor speed to optimize wash, rinse, and drying performance. These are just a few of the highlights from the recipients of the Kitchen Innovation awards for 2026! We are constantly training our team about these and all of the equipment we sell so that they can offer equipment to our customers that helps solve their issues.</p>
<p>4 Describe any "green" initiatives that relate to your company or to your Solution and include a list of the certifying agency for each.</p>	<p>The continually rising costs of energy has driven "green" initiatives across our industry. The emergence of electric induction ranges over gas ranges has been on the forefront for the past several years. Induction burners are 85-95% efficient whereas gas burners are only around 50% efficient at best and with their precise control offered by induction burners and the fact they have no standing pilot make the utility savings with electric induction significant over time. The conversion of commercial refrigerant from hydrofluorocarbon to propane in most common pieces of reach-in-style refrigeration has been one of the biggest green initiatives in recent history. Last year, legislation called A2L was passed requiring the same conversion of refrigerant for walk-in coolers and freezers going forward.</p>
<p>4 Identify any third-party issued eco-labels, ratings or certification that your company has received for the Solution included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Stafford-Smith has its own fabrications shop within our facility in Arlington, Texas. These are the only products that our company manufactures. SSIFab is both NSF and ETL/UL certified and it uses nearly every excess piece of scrap stainless that comes through our lasers when making larger pieces to make smaller parts. Our actual unusable material after those processes are complete is incredibly small. What is left over, is recycled.</p>
<p>4 What unique attributes do your company, your products, or your services offer to Sourcewell participating entities?  What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Stafford-Smith utilizes its unique position as one of the nation's largest and oldest equipment dealers coupled with an agile, family-owned business structure and its wide geographical coverage by a large group (currently 122) of well-trained and passionate sales professionals to deliver the best possible solution to Sourcewell's members. We lead with quality manufacturers who have proven reliability and value but also have the resources and knowledge to scale up when high end applications are required, or scale down to meet the budget when cost is driving the opportunity.</p>

**Table 5B: Value-Added Attributes**

# Question	Certification	Of	Comment
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46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certification that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.	<p>Yes</p> <p>No</p>	<p>Please see the note below about our status as a Veteran owned business</p> <p><input type="radio"/></p>
47		<p>Minority Business Enterprise (MBE)</p> <p>Yes</p> <p>No</p>	<p>We are not a minority owned business</p>
48		<p>Women Business Enterprise (WBE)</p> <p>Yes</p> <p>No</p>	<p>We are not a woman owned business</p> <p><input type="radio"/></p>
49		<p>Disabled-Owned Business Enterprise (DOBE)</p> <p>Yes</p> <p>No</p>	<p>We are not a disabled-owned business</p>
50		<p>Veteran-Owned Business Enterprise (VBE)</p> <p>Yes</p> <p>No</p>	<p>Stafford-Smith is in fact proud to say that we are a Veteran owned business as Dave Stafford is a former Marine. To file as such in the state of Michigan, the company must be 100% owned by the Veteran. Up until last year, Dave's father had retained a small percentage of the company- which he has since sold to Dave. We started the application process with the Government in the Fall of 2025 to attain our Veteran owned status but that has not been completed by the time of this RFP. We will properly update Source well when we receive this accreditation.</p>
51		<p>Service-</p> <p>Yes</p>	<p>We are not a service-disabled veteran-owned business</p>

	Disa bled Vete ran- Own edB usin ess (SD VOB )	es  N o	
5 2	Sma llBus ines sEnt erpri se(S BE)	Y es  N o	Wearenotasmallbusinessenterprise  <input type="radio"/>
5 3	Sma llDis advan tag edB usin ess( SDB )	Y es  N o	Wearenotasmalldisadvantagedbusiness
5 4	Wo men - Own edS mall Busi ness (WO SB)	Y es  N o	Wearenotawomen-ownedsmallbusiness  <input type="radio"/>

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

#	Question	Response *
5	Describe your payment terms and accepted payment methods.	Stafford-Smith, Inc.'s standard terms are 50% down/50% upon delivery with credit approval. SSI has agreed to deviate from standard terms for Sourcewell customers. Based upon credit approval - SSI will offer all Sourcewell customers Net 30 terms. We accept Credit Card, Debit Card, P-

	<p>Card, and ACH payments. A 3% fee is applied to all payments made by credit card. This fee reflects the cost of processing and is not greater than our cost of acceptance.</p> <p>There is no fee for payments made by ACH.</p>
<p>5 Describe any leasing or financing options available for use by educational or governmental entities.</p>	<p>We have several relationships with leasing options available to our members, subject to credit approval by those third party entities. As a practice, our quotes include leasing options from one of our main sources to give our customers that option right up front.</p>
<p>5 Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.).</p> <p>Upload all template agreements or transaction documents which may be proposed to Participating Entities.</p>	<p>We use Auto Quotes as our quoting system for equipment and installation/logistics services. It provides detailed descriptions of every appliance including its utility requirements, dimensions, and features among other details. Specification sheets are also available and commonly provided with our quotes which includes all kinds of additional information. Quotations for design services are provided on a design contract. We also have a Customer Account form that we send to new customers to obtain basic business information to set them up in our system and financial information if they are requesting payment terms.</p> <p>Please find copies of these common types of documents in the Standard Transactional Document Samples folder in the Document upload area.</p>
<p>5 Do you accept the P-card/credit card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?</p>	<p>We do accept P-card and Stafford-Smith absorb the 1% fee. Credit card (Amex, Visa, etc.) transactions have a 3% fee applied to payments made using those methods.</p>
<p>5 Describe your pricing model (e.g., line item discounts or product-category discounts).</p> <p>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.</p> <p>If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Stafford-Smith offers Sourcewell members the best pricing available. Because of our annual purchasing volume and buying group affiliation, our company's pricing is some of the most competitive in the industry. Our Account Executives are able to leverage that buying power along with their top notch service to offer our members the best overall value. Our vendors provide us with published list pricing, which we apply our discounting to, and then add a markup of no more than 5% markup to the quotations we send to our members. Provided in the documents section, we have provided price schedules that detail a list of the most common manufacturers, a column of discounts off list price and detail of four vendor's dollarsto achieve "free freight" if not standard in another column. This is a useful reference for our members, but it's always best to have them contact our team for a quote to get the most accurate pricing.</p>
<p>6 Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>All of the equipment pricing is based on list price from our manufacturers less our discount from them, which is different with every vendor, and marked up a maximum of 5% for Sourcewell quotes. A few vendors in our industry have adopted UMRP, MAP, or similar pricing policies that we must adhere to. Although this has been rare in the commercial food service equipment space in the past, poor internet pricing practices by some of our competitors have forced more vendors to adopt these policies. We expect to see more of them do this in the future but trending slowly in that direction.</p>

<p>6 Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>Quantity discounts are certainly available from some manufacturer and are handled on a case by case basis. As an example, if a school district is looking to replace each-in refrigerators in different schools at one time, we are able to go to the specified vendors and negotiate additional discounting for that volume which would be reflected in our pricing to the customer. Volume discounting is also available based on the size of the project that we're being asked to quote like when a customer is asking us to design, specify, and quote a complete kitchen project. We commonly markup more than standard in those cases because of the volume involved in that transaction. We will continue to offer our members the best possible value by leveraging our position in the industry with our annual volumes and relationships with our vendors to deliver the lowest price possible.</p>
<p>6 Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>As we have done in the past, we want to continue to be a good partner to Sourcewell and its members by being a great resource for hard to find products or services outside of our traditional scope. We will research these items and source them for our customers at the best pricing that we can negotiate and provide them at the maximum 5% markup that follows the rest of our pricing proposal.</p>
<p>6 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, setup, mandatory training, or initial inspection.</p> <p>Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>Stafford-Smith is not licensed to provide any mechanical services including plumbing, gas, electrical or similar services. Those are generally considered to be provided "By Other Trades". If a Sourcewell member has no relationship with any such trades, we can provide a quote for these services but we are generally not competitive on our pricing for these services as we have to add a markup to another trade's quote. If we are required to provide any of these services, we will add them as a line item to our quote with a price and detail explaining what is included. The only exception to the provision of mechanical services is refrigeration hook up service for walk-in coolers and freezers. This is something Stafford-Smith is licensed to provide (directly in some areas) and commonly includes with all walk-in quotes. The description of these services and the cost to provide them will be included in our quotation to the customer. All applicable freight or shipping costs are included in our quotations and are generally called out as a line item for clarity. Pre-delivery site visits or mandatory training typically apply to highly technical equipment like walk-ins, kitchen ventilation, combo ovens, dish machines, etc. If these services are required, a detailed line item quote for them will be provided.</p>
<p>6 If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>We typically include any applicable standard shipping costs in our quotes. Standard shipping costs refer to the basic cost of freight, whether via a common carrier, UPS, FedEx or USPS, from the factory or our warehouse to the "curbside" outside of the customer's business. If additional services are required like inside delivery, uncrating, or setting in place or ancillary shipping services like liftgate, limited access, residential, or similar are desired, we are happy to provide that and will add the</p>

	<p>ecostanddetailstoourquote.</p>
<p>6 Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshoredelivery.</p>	<p>Shipping to any of these destinations requires great relationships with reputable logistics companies and we have several in place to service the needs of Sourcewell members wherever they are. Shipments to Alaska and Hawaii are fairly straight forward and are handled through our traditional carriers and logistics partners. There are some additional time and costs associated with freight to these destinations which we will provide details and costs for within our quotations. Shipments into Canada, the Caribbean and elsewhere off shore require additional logistics, customs, and freight forwarders. SSI has experience with all of this and will assist any customer with shipping commercial equipment into all of these destinations and provide those costs and services in our quotes.</p>
<p>6 Describe any unique distribution, delivery, and/or deployment methods or options offered in your proposal.</p>	<p>Stafford-Smith owns five warehouses, including a large distribution warehouse within our Oklahoma City facility. We also utilize a network of over 1,400 additional subcontracted 3rd party warehouses that are spread throughout the country and Canada to fill the needs of any logistics situation. We are able to service your members with simple drop shipments, to more complex "white glove" deliveries where there's a need to deliver, uncrate and set in place of the equipment. Whatever the need, we can help!</p>
<p>6 Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell.</p> <p>This process includes ensuring that Sourcewell participating entities obtain the proper pricing.</p>	<p>Although we have streamlined and expanded our inhouse Sourcewell team to better assist your members, and position ourselves to be able to scale to our increasing business levels, we continue to adhere to the same strict auditing practices that we have with your account for years. All SSI sales, support, and accounting staff that are associated with the Sourcewell account, and quoting to it's members, have been educated on the details of the contract and it's rules. These are reviewed regularly with the Sourcewell team at regular meetings and the outgoing quotes are checked by the two Account Leads and spot reviewed by your Vice President of Sales and Marketing who oversees the day to day management of the account. All Sourcewell sales are initiated by your Account Executives to our support team, who are also fully aware of our contract and looking for anything that does not comply as well.</p>
<p>6 If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>We have a few ways of tracking the success of our contract with Sourcewell. First and foremost, if Jim Benson and his team are happy with us, we're probably on the right track with your members. Success with his contract is at two way street. If we are delivering outstanding value to your members, we should expect our market share to grow as well. When both are true, we consider that a successful relationship. We track our business with Sourcewell members, including wins and losses through our quoting system, ERP, and CRM- which connects all three to our Marketing program. We will continue to fine tune our customer experience, expand our Marketing to raise their awareness of our contract to your members, and negotiate with our vendors for better pricing to improve our shared success.</p>
<p>6 Provide a proposed Administration Fee payable to Sourcewell. The Fee is</p>	<p>We will continue to pay a 2% administration fee back to Sourcewell for all sales sold to it's member through this contract.</p>

<p>nconsiderationforthesupportandser vicesprovidedbySourcewell.Thepro posedAdministrativeFeewillbepaya bletoSourcewellonallcompletedtran sactionstoParticipatingEntitiesutilizi ngthisAgreement.TheAdministrativ eFeewillbecalculatedasastatedper centage,orflatfeeamaybeapplicabl e,ofallcompletedtransactionsutilizin gthisMasterAgreementwithinthepre cedingReportingPerioddefinedinth eagreement.</p>	
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**Table 6B: Pricing Offered**

#	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Stafford-Smithoffersamaximummarkupof 5%overourstandardnetpricing.

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A - 7C)**

#	Question	Response *
71	Provideadetaileddescripti onofthedepthandbreadtho falltheSolutionsofferedinth eproposal.	<p>Since1940,Stafford-Smithhassteadilygrownintooneofthepreeminentdealersofqualitycommer cialfoodserviceequipmentinthecountry.</p> <p>Ouravailableprimaryservicesincludeequipmentprocurementwithpurchasi ngavailablefromnearlyeverymanufacturerinthecountry,fromasinglepiecet oanentireequipmentpackageandscalablelogisticsfromdropshipmentsto system-widerollouttoacompletekitchenpackageandallpointsinbetween;</p> <p>The majorkitchen categories wemainly supply are:</p> <ul style="list-style-type: none"> <li>-Refrigeration:Reach- ins,worktops,sandwichandpizzaprepunits,milkcoolers,blastchillers,icem achines,merchandisers,walk-incooler/freezersandmore.</li> <li>- Cookingequipment:Ranges,countertopappliances,fryers,steamers,kettle s,tiltskilllets,combi,convectionandbakingovens,holdingcabinets,etc.</li> <li>- Lightappliances:microwaves,toasters,blenders,foodprocessors,mixers,s ervingunitsandjustaboutanythingelsewithaplug</li> <li>- Prepequipment:worktables,handsinks,prepsinks,floormixers,slicers,proc essingequipment,storageshelvingandsystems,cartsandmobileracks</li> <li>-Warewashing:dishmachines,dishtables,shelving,floortroughs,etc.</li> <li>-Janitorial:mopsinks,shelving,plumbingfixturesandgashoses</li> <li>-Barequipment:Underbar,barrefrigeration,walk- incoolers,beersystemsandmobilebars</li> </ul>

	<p>-Buffet/servingsystems:drop-inandstandalonehot/cold/frozenfoodservingunits,transportcabinets,insulatedcarriers,servingcountersandbreathguards</p> <p>-Smallwares:limitedavailabilityandinfullcaselotsonly</p>
<p>7 2 WithinthisRFPcategorythere maybesubcategoriesofsolutions.Listsubcategorytitles thatbestdescribeyourproducts andservices.</p>	<p>Wealsospecializeintotalpackageprocurement,warehousing,delivery,installation, andprojectmanagementincludingsomesubcategories:</p> <ul style="list-style-type: none"> <li>- Foodservice designandconsultingservicesavailableandwearealwayswilling tocoordinatewitharchitectsofnote</li> <li>-Engineering:Completeventilation,walk-in,refrigeration,andequipmentvalueengineering</li> <li>-Fabrication:Stafford-Smithhasacompletein-housecustomstainlesssteelfabricationshopthat isNSFandETL/ULlistedto meetyoueveryneed</li> <li>- DeliveryandInstallation:Coordinationofdeliveryandinstallationwithcontractors, installationservicesbyqualified,professionalinstallers</li> <li>-CommercialLaundrymachines</li> <li>- Residentialequipment:standardandheavydutycookingandrefrigerationappliances forindoorandoutdoorapplications</li> </ul>
<p>7 3 Describehowyourcompany willhandlesupply-chain issues,productsubstitutions, andspecialorderproducts.</p>	<p>We certainly hopethesupplychainissues thatfollowedCOVIDwon'teverreturn, butissuescertainlyariseandwhentheydowewillcommunicatethattoyour membersimmediately.Wetypicallyassociate mostsupply-chainissueswith priceincreasesafteracustomerhassignedoffontheorder.Ourquotesareusually goodfor30daysandifweknowthepricefromthevendorisgoingupwithinthattime andtheyarenotsureiftheywillbeabletoexecutetheorderimmediately,wewill include thehigher costand conveythattothecustomer sothattheyknowwhy yourpricemaybehig herthanacompetitors.Intheeventthattheapprovalofour quote goesbeyond30daysandafterthevendor(s)hasa priceincrease,wewill provideanupdatedquote forapproval.If aSourcewellmember asksustoquote anitemthatSSIcaneithernotprocure forsome reason,wehavefoundtherequest makeormodelnumbertobeunreliable,orwehavespecial/betterpricingto offeronsimilarorbetterqualityequipment,wewillofferoursuggested productsubstitutionas analternateto therequesteditem.Weconsidernearly everythingwedodasaspecialorder,sothat isnotachallenge forusatall.</p>
<p>7 4 Describeyourdesignservice offering,ifavailable.</p> <p>Associatedcosts/feesmust beclearlyidentifiedinyour pricingproposal.</p>	<p>Stafford-Smithhasover50foodserviceequipmentdesignprofessionals throughoutourorganization,includingafewindividualsontheSourcewell teamdirectlyandtherestthatcanbebroughtineitherbasedonthe locationofthecustomerorexperiencewiththattypeparticularproject. Ourteamcanhelpdesignacustompieceofequipmenttoaddressaparticular challengeorlayoutanentirekitchenfacility.Afteraninitialmeetingwith thecustomertoreviewthescopeoftheproject,wewillprovideour standarddesigncontractcompletewithdetailofwhatweprovideand thecostfortheseservices.Asamplecopyofourdesigncontracthas beenuploadedintheStandardTransactionalDocumentSamplesarea.</p>
<p>7 5 Describeyourinstallation processandhowitismanaged fromproductordertocompl</p>	<p>SSIoffersseveral layersofinstallationservicestoSourcewellmembers:</p> <ul style="list-style-type: none"> <li>-dropshipmenttosite</li> <li>-</li> </ul>

<p>etion.</p>	<p>whiteglovedeliverywhichcouldincludesomeorallofthefollowingservices:receiveequipmentinathirdpartywarehouse,inspection,deliverytothesite,uncrating,setinplace,hookuptoexistingutilities(rare),haulawayofoldequipment</p> <p>-</p> <p>completeinstallationwhichcouldincludesomeorallofthefollowingservices:receiveequipmentinathirdpartywarehouse,inspection,deliverytothesite,uncrating,setinplace,hookuptoexistingutilities(rare),haulawayofoldequipment</p> <p>Thecostoftheseservicesvarybasedonwhatequipmentisincludedinthejobandwhatservicesarerequiredbythecustomer.Ifanyoftheseservicesarerequested,wewillincludeadetaileddescriptionandcostwithourquote.</p> <p>Aswithanysaleofequipmentorservices,ourprocessisthatoncetheorderisprocessedtooursalessupportteambyourAccountExecutive,theyareindividuallyresponsibletofollowtheequipmentthroughthelifeofthesale.Theyarealertedbysupportedwhentheequipmentwhentheordercallsfordropshipmentsotheycanalertthecustomerthattheitem(s)isincomingtotheirbusiness.Whendeliveryorinstallationisrequired,theAccountExecutivewillrelaythatinformationtotheinstalleraswellandcoordinatetheinstallationwiththemandcustomer.Ourgoalisalwaystoensuretheinstallerhasalloftheequipmentrequiredforthejobpriortotheinstallationandforthecustomertoacknowledgethejobsitisreadyfortheinstallationtoavoidanyissues.</p>
<p>7 Describehowyouprovide repairandservicesupportforSolutionsofferedunderar resultingagreement.Explainyourrole,howservicerequestsareinitiatedandmanaged,warrantyandnon-warrantyrepairprocesses, andcoverageforparts,labor,travel,andserviceareas.</p> <p>Associatedcosts/feesmustbeclearlyidentifiedinyour pricingproposal.</p>	<p>Weworkwiththemanufacturer'sauthorizedserviceagent(ASA)networkto coordinatewarrantyrepairsandservicerequestsfromourcustomers.Ifwesoldtheequipmentandwarrantyserviceisneededwewilleithercallthevendor's servicedepartmentonbehalfofthecustomerorprovidethemwiththeappropriatecontactinformationtoassistthemgettingtheequipmentserviced.Fornon-</p> <p>-</p> <p>warrantyserviceandrepairs,wewillprovidethecustomerwiththevendor's contactinformationorreferthemtoanASAintheirareaasbestwecan.SSI doesn'tquoteorprovideequipmentserviceorrepairwiththeexceptionofrefrigerationinSouthwestlowerMichigan.</p>

**Table 7B: Category A - K-12 Entities/School Food Authorities**

Intended for use by public and private K-12 schools and related food service operations including cafeterias, kitchens, teaching kitchens, and concession areas.

\*\*For K-12 Entities/SFA to comply with regulations for use of federal funds for these purchases, the United States Department of Agriculture (USDA) requires suppliers to provide a K-12/SFA-specific price document. Failure to provide a K-12/SFA-specific price document may result in a proposer not being able to sell to K-12/SFA entities.

Indicate below if the listed types or classes of Solutions are offered within your proposal.

Provide additional comments in the text box describing how your proposed solution(s) meet or exceed the category and/or sub-category.

We will not be submitting for Table 7B: Category A - K-12 Entities/School Food Authorities

# Category or Type	Exclusions	Offered*	Comments
77 Commercial-grade kitchen and food service equipment and appliances.		Yes  No	Stafford-Smith is able to offer Sourcewell's member service equipment from nearly every brand of commercial food service equipment available on the market today.
78 Components, accessories, and parts for the commercial-grade equipment and appliances described above.		Yes  No	We are able to provide any components or accessories that are offered by the equipment manufacturers or that are able to be custom built. We will do our best to also provide OEM or similar parts, if needed, for our customer's existing equipment but do not consider ourselves to be "part sexperts".
79 Food services smallwares, tools, dispensers, supplies, and furnishing directly related to and supporting the proposer's offered solutions in line 77 and 78 above.		Yes  No	Stafford-Smith can supply all of these items in full case lot only.
80 Equipment-related services directly related to the acquisition, installation, operation, servicing, and upkeep of the proposer's offered solutions in line 77 and 78 above, including design, installation, removal, disposal, inspection, repair, maintenance, training, and support.	Services excluded from this solicitation include general construction, remodeling, and building systems work (including electrical, plumbing, HVAC, and hood or fire suppression systems), except as incidental and necessary to install or service the offered equipment.	Yes  No	We are able to provide quotes for installation of quoted equipment as well as the logistics to ship, receive, warehouse and deliver as needed by the customer. Our available installation/logistics services can include white glove services like uncrating, set in place and removal of existing equipment as needed. Food Service layout design services are a feature of our company and we would be happy to quote and provide these services to your members. Equipment training is available on most large appliances and is typically coordinated by Stafford-Smith but performed by the Manufacturer's Reps. We do not offer equipment repair and maintenance services.

### Table 7C: Category B - Non-K-12 Entities

Intended for use by entities including, but not limited to, higher education institutions, city, county, and state entities, tribal nations, military, correctional facilities, and nonprofit organizations.

\*\*This solicitation requires suppliers to provide a separate Non-K-12/SFA Entity price document if proposing under Category B.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box describing how your proposed solution(s) meet or exceed the category and/or sub-category.

We will not be submitting for Table 7C: Category B - Non-K-12 Entities

# Category or Type	Exclusions	Offered	Comments
81 Commercial-grade kitchen and food service equipment and appliances.		Yes	Stafford-Smith is able to offer Sourcewell's member service equipment from nearly every brand of commercial food service equipment available on the market today.
82 Components, accessories, and parts for the commercial-grade equipment and appliances described above.		Yes	We are able to provide any components or accessories that are offered by the equipment manufacturers or that are able to be custom built. We will do our best to also provide OEM or similar parts, if needed, for our customer's existing equipment but do not consider ourselves to be "part six experts".
83 Food services smallwares, tools, dispensers, supplies, and furnishing directly related to and supporting the proposer's offered solutions in line 81 and 82 above.		Yes	Stafford-Smith can supply all of these items in full case lot only.
84 Equipment-related services directly related to the acquisition	Services excluded from this solicitation include general construction	Yes	We are able to provide quotes for installation of quoted equipment as well as the logistic to ship, receive, warehouse and deliver as needed by the customer. Our available

<p>on, installation, operation, servicing, and upkeep of the proposer's offered solutions in line 81 and 82 above, including design, installation, removal, disposal, inspection, repair, maintenance, training, and support.</p>	<p>n, remodeling, and building systems work (including electrical, plumbing, HVAC, and hood or fire suppression systems), except as incidental and necessary to install or service the offered equipment.</p>	<p>e s N o</p>	<p>installation/logistics services can include white glove services like uncrating, set in place and removal of existing equipment as needed. Food Service layout design services are a feature of our company and we would be happy to quote and provide these services to your members. Equipment training is available on most large appliance and is typically coordinated by Stafford-Smith but performed by the Manufacturer's Reps. We do not offer equipment repair and maintenance services</p>
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### Table 8: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 85. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

### Documents

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

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](#) - Price lists.zip - Monday April 06, 2026 14:22:05
- [Financial Strength and Stability](#) - Sourcewell Financial Information.pdf - Wednesday March 25, 2026 09:55:58
- [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Friday April 03, 2026 13:31:19
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday April 01, 2026 10:03:20
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Industry and Company Awards.zip - Friday April 03, 2026 13:33:22

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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



Yes



No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Commercial_Kitchen_RFP040726</b> Thu March 19 2026 11:57 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Commercial_Kitchen_RFP040726</b> Thu March 12 2026 03:02 PM	<input checked="" type="checkbox"/>	2