



**MASTER AGREEMENT #040726**  
**CATEGORY: Commercial Kitchen Equipment with Related Supplies and Services**  
**SUPPLIER: Chef's Depot Inc. dba Culinary Depot**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Chef's Depot Inc. dba Culinary Depot, 67 NY-59, Spring Valley, NY 10977 (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 Sourcwell 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 Sourcwell 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.

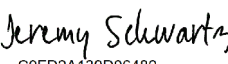
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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

Chef's Depot Inc. dba Culinary Depot

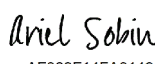
Signed by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 7/1/2026 | 2:32 PM CDT

Signed by:  
  
AF063F14FA0149A...

By: \_\_\_\_\_

Ariel Sobin

Title: Sales and Contracts Manager

Date: 6/18/2026 | 2:14 PM CDT

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

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## Vendor Details

Company Name: Chefs Depot Inc  
Does your company conduct business under any other name? If yes, please state: Culinary Depot  
Address: 67 RT 59  
Spring Valley, NY 10977  
Contact: Eli Potash  
Email: govsales@culinarydepot.com  
Phone: 845-414-5858  
HST#: 201125349

## Submission Details

Created On: Tuesday February 17, 2026 07:29:28  
Submitted On: Thursday March 26, 2026 12:32:30  
Submitted By: Eli Potash  
Email: govsales@culinarydepot.com  
Transaction #: df31e317-8ec5-487b-8b86-6b4bca9f36b3  
Submitter's IP Address: 147.243.65.150

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**Specifications**

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Chef's Depot Inc. DBA Culinary Depot
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).	DBA Culinary Depot
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI Number: N8XZGCM1SU5 Cage Number: 59J50
5	Provide your NAICS code applicable to Solutions proposed.	NAICS codes: 238290, 333241, 333248, 333310, 423620, 423740, 423830, 423830, 423450, 332215
6	Proposer Physical Address:	67 NY-59, Spring Valley, NY 10977
7	Proposer website address (or addresses):	<a href="https://www.culinarydepotinc.com/">https://www.culinarydepotinc.com/</a> <a href="https://culinarydepotkec.com/">https://culinarydepotkec.com/</a>
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Ariel Sobin, Sales and Contracts Manager. ariels@culinarydepot.com. 845-414-2407
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ariel Sobin, Sales and Contracts Manager. ariels@culinarydepot.com. 845-414-2407
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ariel Sobin, Sales and Contracts Manager. ariels@culinarydepot.com. 845-414-2407

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

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Chef's Depot Inc. DBA Culinary Depot, founded in 2004, has grown into a trusted provider of commercial kitchen solutions with more than two decades of industry expertise. Since its founding, the company has specialized in the design, supply, and installation of commercial kitchen equipment, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Refrigeration systems (walk-in coolers, freezers, reach-in units, and custom refrigeration solutions).</li> <li>• Cooking equipment (ranges, ovens, fryers, steamers, and specialty foodservice equipment).</li> <li>• Ventilation and exhaust systems (hoods, ductwork, and fire suppression integration).</li> <li>• Food preparation and serving equipment (worktables, dishwashing units, serving lines, and storage).</li> <li>• Turnkey solutions that integrate procurement, delivery, installation, and training for end users.</li> </ul> <p>Since 2004, our project portfolio has included educational institutions, healthcare facilities, restaurants, government agencies, and corporate dining operations. With in-house project managers, certified technicians, and long-standing relationships with all major manufactures, Culinary Depot Inc. is fully capable of delivering complete kitchen environments that meet performance, safety, and compliance standards. We have successfully completed projects for numerous government and educational entities across all 50 states. We have completed multiple projects ranging from smallwares and equipment supply to large-scale general contracting projects.</p> <p>We also have a deep understanding of the public sector space. We currently hold state-wide contracts in a couple of other states like North Carolina and South Carolina, and have the staff and experience to be able to service a nationwide cooperative contract like this one.</p> <p>Our core values as a company and that we look for in all employees are:</p> <ol style="list-style-type: none"> <li>1. BE PROUD, BE PASSIONATE We are passionate about making others – colleagues and clients – successful. Our healthy pride in our success fuels the passion that makes us better than any competitor, and getting even better every day. You're not just another employee or a cog in the wheel, you're a critical part of our success and the success of every single customer. Recognize your importance and bring the passion that it creates to everything you do and everyone you meet.</li> <li>2. FIND THE GOOD, SPREAD THE VIBE - Make a habit of finding the bright side of even challenging situations. You're clever and resourceful and you can handle any situation with grace and character. When you find the good in any situation, your attitude shifts, and your colleagues will find themselves encouraged and feeling better as well. With a positive approach, we can make good things great and turn problems into opportunities. Sometimes all it takes is one person with a great disposition to raise the spirit of an entire room. Be that person</li> <li>3. STAY CURIOUS - You're amazing at your job, otherwise you wouldn't be here. But we can all always get better. We have the potential and the capacity to expand and bring more skill and talent to achieve even greater goals. Realize that if you're completely comfortable with what you're doing, that's a sign that you need to learn something new. Turn off autopilot, ask yourself: What if we tried this? Would this approach be better for the client? What are some new ways to work better, together? Explore something new today and every day – set yourself a goal, step up for a challenge, push your boundaries to reach your potential</li> <li>4. RESPECT EVERYONE, RESPECT EVERYTHING - Make respect the uncompromising first rule of any interaction, regardless of how stressful or challenging the situation may be. It is precisely the stressful and challenging situations that prove how truly respectful we are. Embrace uniqueness and differences. Collaborate to create teams and a workspace based on respect – speak and act politely, calmly, and positively. Treat everyone equally and give every idea equal consideration to build an incubator of innovation.</li> <li>5. GET IT DONE - Find a way to make it happen: believe it's possible and be creative to find smart solutions without compromising values or stepping on others. When you face obstacles and feel overwhelmed, as we all do at times, don't get paralyzed. Break down the challenge bit by bit. Ask for help and take advantage of all available resources. Think and plan intelligently to improve the chances of getting things done right the first time.</li> </ol> <p>From the way we conduct business to the relationships we build, our commitment to integrity, respect, and service is woven into everything we do. These core values ensure every customer is treated with respect and that ensuring customer success is at the core of every decision we make.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>We expect to be able to leverage this as a main GPO/cooperative offering to public sector agencies across the country. We plan to utilize this contract in outreach to all customers and drive adoption quickly through our sales force and marketing efforts. We intend to leverage this contract to drive substantial growth for both Culinary Depot and Sourcewell. With the brand recognition Sourcewell has in the market combined with our knowledge of cooperative contracts and how to position them to public sector agencies we believe we will be able to see large growth for all parties involved. We expect to see substantial sales volume quickly if awarded this contract and anticipate it being our primary cooperative contract vehicle.</p>

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.</p> <p>Upload supporting documents (as applicable) in the document upload section of your response. <b>DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</b></p>	<p>Culinary Depot has been in business for 22 years and we have continued to grow every year since our founding. We have quickly become one of the largest equipment dealers in the industry making our way to the top 13 dealers of foodservice equipment in the country according to Foodservice Magazine rankings overtaking many companies with a longer presence in the market. Just a few years ago we were lower down the list and every year continue to move up in size and scale, remaining financially healthy, stable, and profitable every year. We do over 170 million dollars in sales annually and continue to grow each year.</p> <p>Please see attached for financial information that demonstrates our financial strength and stability.</p>	*
14	<p>Tell us your US market share for your proposed Solutions.</p> <p>OR, provide the number of US Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of states where you have made sales.</p>	<p>Culinary depot was ranked 13th in the nation for the largest foodservice equipment dealers and has been moving up the list substantially over the past few years as we continue to grow. <a href="https://fesmag.com/research/distribution-giants/22646-2025-distribution-giants">https://fesmag.com/research/distribution-giants/22646-2025-distribution-giants</a></p> <p>We have done sales in all 50 states consistently year over year.</p> <p>In 2023 we sold to 560 unique government and education specific customers                  In 2024 we sold to 711 unique government and education specific customers                  In 2025 we sold to 915 unique government and education specific customers.                  In 2026 as of February 17th we have already sold to 258 unique government and education customers and are on track to continue to grow.                  We have a very high retention rate of customers 98.57%</p>	*
15	<p>Tell us your Canadian market share for your proposed Solutions.</p> <p>OR, provide the number of Canadian Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of provinces where you have made sales.</p>	<p>We do very little business in Canada currently. Our focus is on the US Market but we do have the ability to serve Canadian customers.</p>	*
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years.</p> <p>Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>None</p>	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies 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 products 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>Culinary Depot is a distributor/dealer/reseller and also provides services such as installation, training, design and consultation, haul away, repair. We are authorized dealers for over 1,000 manufacturers and their product lines with the ability to provide over 600,000 products from kitchen equipment and smallwares.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>N/A</p>	*
19	<p>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 Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>None</p>	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	AJC's Visionary Leadership Award at the AJC's 64th Annual Food Service & Hospitality Tribute in 2025-2026 2023 Pacesetter Award and 2022 Pinnacle of Success Awards from SEFA, one of the major buying groups for the kitchen equipment industry. 2025 Premier Dealer Award from Dukers Appliance Co. Foodservice Equipment and Supplies Magazine Dealer of the Month on numerous occasions. Nick Goldring, Carl Casino, and Nate Tyberg all received this award. Plus Lee Chappell received it in October of 2025, and Lee is a Regional Manager overseeing numerous government sales reps and would be heavily involved in the launching of a Sourcewell contract should it be awarded to Culinary Depot.	*
21	What percentage of your sales were to the governmental sector in the past three years?	9 % of our total company sales over the past 3 years were to government agencies.	*
22	What percentage of your sales were to the education sector in the past three years?	24 % of our total company sales over the past 3 years were to educational institutions.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?	We currently hold the following state and/or cooperative contracts. State of North Carolina - awarded in late 2024 and we have sold \$4,329,386.16 under the contract since award. State of South Carolina 2025 - \$20,950,683.95 2024 - \$18,778,123.09 2023 - \$16,140,222.63  Buyboard 2025 - \$113,731.15 2024 - \$387,814.69 2023 - \$293,464.28  TIPS 2025 - \$882,457.70 2024 - \$1,234,208.30 2023 - \$81,415.53  KCDA 2025 - \$523,163.78 2024 - \$890,959.82 2023 - \$1,162,489.77	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

**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 *	
Utah Valley University	John Richards - Director of Procurement	801-863-8969	*
Rock Hill Schools	Gary Black Contract Administrator Food Service	803-981-1003	*
Tarrant County	Stefani Felipe - Buyer	817-212-7250	*

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

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

Line Item	Question	Response *	
26	Sales force (see instructions above).	Culinary Depot employs 29 full time sales representatives focused solely on the public sector, including outside sales reps in Texas, New York, New Jersey, Pennsylvania, California, Georgia, North Carolina, South Carolina, Florida, and we are actively in the process of hiring additional outside sales reps across the country in areas such as the Great Lakes, Great Plains, Midwest, Northeast, and Pacific Northwest portions of the country as well in addition to the 29 currently employed government/education focused sales reps nationwide. We also employ 8 project managers and 8 dedicated government and education focused customer service employees.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	As described above, Culinary Depot employs a nationwide team of sales reps whose focus will be on advertising this contract to public sector agencies nationwide and driving utilization of this contract. As a member of the SEFA buying group, we also have access to their network of sales reps, and we also plan to leverage the rep groups for all of the various manufacturers that we carry. Each manufacturer has their product line managed by rep groups across the country, and we plan to also leverage our network of rep groups to further broaden our reach under this contract and have them help drive sales. All sales will be made through Culinary Depot, but the rep groups help engage customers across the country and drive demand.	*
28	Service force (see instructions above).	<p>We employ 8 full time employees to handle customer service requests exclusively for our public sector customers. We also employ 10 inside sales reps whose sole role is to handle quoting requests for public sector customers. All of these reps will be available to assist with phone calls, emails, and outreach to service Sourcewell customers. We have warehouses across the country in Texas, California, Las Vegas, NY, NJ, Florida, and South Carolina to ensure we can ship items quickly and efficiently to anywhere in the US. We utilize a combination of our own warehouses located throughout the country (locations mentioned above) as well as manufacturer warehouses strategically located across the state/country to ensure we can ship items quickly and to all locations within the state.</p> <p>We also utilize drop shipping from manufacturers where available to shorten delivery times if they have it in stock in a location closer to the authorized purchaser. This ensures consistent delivery standards for all agencies statewide and ensures all agencies have access to our full line of products and services regardless of location within the state. By utilizing manufacturer warehousing on top of our own warehouses we multiply our ability to provide quick and efficient shipping exponentially.</p> <p>We also leverage a nationwide network of service providers including installers and manufacturer authorized service technicians to ensure we can provide service in any location within any state across the US. We do have some installation members on staff in NY, New Jersey, Florida, and South Carolina, and also work to subcontract in areas we don't employ our own staff.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders will be handled by Culinary Depot. The customer would engage with Culinary Depot to request a quote either through their dedicated sales rep, or by calling, emailing, or using our online site. Once the customer finalized the quote with us, they would order using a PO or P-card through our inside sales team. From there, Culinary Depot would process the order and either ship from our stock if it is something we carry, or we would order from the various manufacturers to fill the order if it is a drop ship item.	*

30	<p>Describe in detail the process and procedure of your customer service program and issue resolution program, if applicable.</p> <p>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>As described above, our customer service team is staffed with experienced representatives dedicated to supporting agencies statewide. We maintain sufficient staffing levels to ensure timely responses to inquiries and order-related issues. Our team includes specialists trained in order management, billing, and logistics to provide comprehensive support. Customers will only need to deal with one person assigned to their account for any needs, and that one person will liase with any internal parties at Culinary Depot or externally to ensure a seamless experience for the customer. All customer service representatives undergo rigorous training in:</p> <ul style="list-style-type: none"> <li>• Product knowledge</li> <li>• Order processing systems</li> <li>• Issue resolution protocols</li> <li>• Compliance with state and agency requirements</li> </ul> <p>Training is refreshed regularly to ensure accuracy and efficiency.                  We guarantee:</p> <ul style="list-style-type: none"> <li>• Immediate acknowledgment of inquiries within 4 business hours</li> <li>• Resolution or status updates within 24 hours for most issues</li> </ul> <p>Complex cases are escalated promptly to ensure minimal delays.                  If requested, we will provide a dedicated toll-free number for agencies to contact us directly for assistance with orders, billing, and delivery inquiries.                  Our system automatically provides real-time updates on order status, including:</p> <ul style="list-style-type: none"> <li>• Order confirmation</li> <li>• Shipping details</li> <li>• Delivery tracking</li> </ul> <p>Agencies will receive notifications via email, and can access status updates through our online portal if they place orders online.</p> <p>For the Following items, this is how we handle:                  Late Deliveries: Immediate investigation and resolution, with priority reshipment if necessary.                  Incorrect Products: Expedited replacement and return instructions provided within 24 hours.                  Invoicing or Credit Issues: Dedicated billing specialists resolve any potential discrepancies promptly. We do not require public agencies to fill out any credit applications or issue any prepayment on orders ensuring they get processed in our system within 24 hours of receipt.                  Backorder Updates: Automated alerts and estimated fulfillment dates sent to agencies through our order management system.                  Amended Orders: Changes processed quickly to minimize disruption, with confirmation sent to the agency. All we would need is confirmation from the client of the changes, a revised PO if there is an increase in price for the new item compared to the old item, and then we will proceed. There is no fee for changing or amending an order before shipment besides any price changes due to changing out for a more expensive item. If related to an installation and any unforeseen situation that incurs a change it will be discussed with the agency, explained in detail why that is, and agreed upon before proceeding with the work. Any changes in pricing will be discussed beforehand and agreed upon by the agency before being charged. We always work to ensure that any installation projects have a site visit beforehand and a detailed and comprehensive scope of work agreed upon before proceeding with any order, to minimize any risk of changes being required.</p> <p>We monitor response times and customer service focused employees are measured on speed to close AND quality of the responses to ensure that they are providing both quality and quantity in terms of the level of service. Performance based incentives are based on these metrics.</p>	*
31	<p>Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.</p>	<p>We are not only able and willing, but excited to be able to provide our products and services to all Sourcwell participating entities in the US. We do not have any other major GPO partners right now and would make sure all of our sales reps are trained to advertise our Sourcwell contract in all conversations and drive utilization across all segments. We plan to continue to hire outside sales reps to ensure even greater coverage as we continue to grow and very much would like Sourcwell to be a part of that growth with us.</p>	*
32	<p>Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.</p>	<p>We are able and willing to provide our products and services to entities in Canada upon request from participating entities.</p>	*
33	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.</p>	<p>Culinary Depot is able to serve all locations under this agreement.</p>	*
34	<p>Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.</p>	<p>All account types will be given access to utilize this agreement if awarded. We do not plan to restrict access of the contract to anyone, and on the contrary plan to advertise it actively to all types of agencies to encourage utilization and adoption of the contract.</p>	*
35	<p>Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.</p>	<p>We have no restrictions on shipping to Alaska, Hawaii, or any of the US Territories. Any shipments outside the contiguous US may incur additional freight or handling fees. Any fees would be quoted in advance and agreed upon by the customer before ordering.</p>	*
36	<p>Will Proposer extend terms of any awarded master agreement to nonprofit entities?</p>	<p>Yes, we will extend terms of the awarded master agreement to non profit entities.</p>	*

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

Line Item	Question	Response *
37	<p>Describe your marketing strategy for promoting this opportunity.</p> <p>Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>We plan to launch this contract with a multi pronged approach including sales reps outreach, trade show participation at both industry events and procurement focused events, email marketing, social marketing, and more.</p> <p>See attached file detailing the specifics of our marketing plan for this contract as well as samples.</p>
38	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>We are active on various social media platforms and focus on converting followers into customers by sharing relevant, engaging content. We also review our social media, email marketing, and e-commerce analytics to better understand our target market. This data helps us drive our messaging, strengthen our SEO, and create more meaningful, customer-focused content that targets specific customers based on a specific customer profile of who engages with us through specific platforms.</p>
39	<p>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>We believe that a successful launch of a contract requires the commitment of both Culinary Depot and Sourcewell. In my experience at other companies working with other very large cooperatives, the most successful contracts come from the supplier and GPO working together to launch. That entails co-branded collateral, social media posts shared by both organizations, email campaigns coordinated between the 2, and ensuring field sales team alignment between the organizations. Our belief is that Sourcewell would complement our marketing efforts and we would drive content together with Sourcewell.</p> <p>If awarded, our sales teams will undergo training on Sourcewell and the value add it brings and how to engage public sector agencies with Sourcewell. We would train all sales and customer service employees deeply on the Sourcewell contract and ensure it is brought up in every conversation with customers. We would try and drive projects through the contract rather than going out to RFP working together with end users and procurement departments to let them know of the contract, and engage Sourcewell account managers where necessary to help further drive home the value of utilizing a GPO over bidding.</p> <p>We would also work with Sourcewell regional reps to identify customers with heavy adoption of Sourcewell contracts and work to target those customers for our commodity as they are already very familiar with Sourcewell. We would also target other customers not as engaged with Sourcewell to try and drive adoption of both our contract and Sourcewell contracts as a whole.</p> <p>We also plan to have dedicated brochures and collateral produced that we would use at all trade shows and events including NIGP and NAEP regional and national events. We would advertise the contract at all trade shows we participate in, both end user and procurement focused.</p>
40	<p>Are your Solutions available through an e-Procurement or e-Commerce ordering process?</p> <p>If so, describe your system(s) and provide one (1) example of how governmental and educational customers have used them.</p>	<p>Culinary Depot has the capability to give users who want to access a specific contracted rate, such as Sourcewell, fully online. They will be able to view our catalog with the Sourcewell pricing online and place orders online at the contractual rates.</p> <p>We also have the ability to integrate with any e-procurement systems for punchout capability should an agency be interested in that.</p> <p>An example of this is a customer we had in Florida. They regularly had a need to purchase 20-30 items and had prenegotiated prices for those items. We were able to create a customized portal for them with only the items they preapproved at the contracted rates, and they were able to just log in and order those items whenever they needed to, at their convenience.</p>

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

Line Item	Question	Response *
41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities.</p> <p>Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Culinary Depot trains its sales staff and employees to be experts in the field. Our sales reps are able to recommend products based on the technical specifications of the space and project needs and ensure all equipment being purchased will work in the existing space and for the stated needs. We hold regular trainings for our sales staff by manufacturers to ensure we always remain up to date on the latest products and updates.</p> <p>This expertise is available free of charge to agencies throughout the process. They are able to email or call their dedicated sales rep, or any representative at Culinary Depot to ask questions, get help identifying the best product, coming out to do a site survey, get a recommended list of equipment, or ask questions on how to use a piece of equipment. We are also able to do teams trainings if desired to a group of people, and can also do on site trainings by request. There may be a fee for these trainings which is to be agreed upon in advance between Culinary Depot and the agency. Please note that not every on site training will have a fee. Some manufacturers may offer free training or one of our reps may be able to come and do trainings at no charge depending on the complexity and length of the training as well as other factors. We will always try our best to offer these trainings free of charge where possible and any phone calls, teams meetings for product help/trainings, etc will be free of charge.</p> <p>Our field sales reps are also always available and open to coming on site to visit customers and assist with help with any equipment questions and training. Depending on the nature of the training it would either be a Culinary Depot employee, or a manufacturer representative which would be coordinated through and in conjunction Culinary Depot.</p>
42	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>The industry is always advancing new technology and we partner closely with our manufacturers to make suggestions for new equipment and ensure our teams are trained on all the latest new innovations and new technologies being released across our various manufacturers and their product lines.</p> <p>We also offer technological features to the customer when it comes to ordering. We can offer online pricing to users on their online accounts and the ability to order at the Sourcwell contracted rates online. We can also integrate with a customer through a punchout catalog if a customer should be interested.</p>
43	<p>Describe any "green" initiatives that relate to your company or to your Solutions and include a list of the certifying agency for each.</p>	<p>As advancements continue to be made in product efficiencies, more and more options are being manufactured with energy star certifications. We offer many products with energy star certification which can be noted on quotes to agencies. We also have a solar power operated office building for our headquarters in NY ensuring an energy efficient operation for our HQ. Many manufacturers now offer ventless options for certain equipment to remove the need for additional exhaust systems, or warewashing systems that use less water.</p> <p>On the attached pricing files, we note which items have Energy Star and ADA compliant certifications.</p>
44	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Culinary Depot provides many energy star certified products. Manufacturers certify their products and we sell them. We do not actually get them certified as that is the responsibility of the manufacturer. There are also some rebate programs in place which some public sector agencies may be able to take advantage of. Those can be found at <a href="https://www.energystar.gov/rebate-finder">https://www.energystar.gov/rebate-finder</a></p> <p>On the attached pricing files, we note which items have Energy Star and ADA compliant certifications.</p>
45	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities?</p> <p>What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>We have a couple of unique attributes. Firstly, we are able to integrate with punchout capabilities should an agency request it, which isn't the most common for companies in this space.</p> <p>Additionally, the company is investing heavily in people who have experience in the public sector and cooperative contracting. The head of contracts/sales, Ariel Sobin, recently led the public sector division of B&amp;H where he led over 500 million in sales through cooperative contracts. That individual is now responsible for leading Culinary Depot's cooperative contracting and sales strategy and has been hired to continue to drive growth in this cooperative contract space. With a commitment to hiring someone with a proven track record of growing a national public sector team with a few hundred million in coop sales annually, Culinary Depot is uniquely positioned to be able to maximize this contract should it be awarded.</p> <p>We have also hired numerous sales reps in the field who have a lot of experience working with not just end users but procurement and using cooperative contracts as their primary method of sales strategy. We also leverage our dealer/rep group network to drastically expand our area of customer coverage and utilize them as an extension of our sales force.</p> <p>We also will always work to subcontract installation and service roles to MWBE companies where available across the country to ensure that we are not only able to support local economies, but also give the opportunity to work with companies across the spectrum and help agencies who have certain goals in place meet them.</p>

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

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Culinary Depot is not a certified WMBE or SBE company. We do subcontract with local MWBE, SBE, SDVOB, and other disadvantaged businesses where possible for installation and service related requests. We do not have a comprehensive list as they are typically regionally based and determined based on the job as we spec it out and identify the experience needed and certifications needed for a particular installer, and then will identify if any local companies with certifications meet those requirements.
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Culinary Depot is not a certified WMBE or SBE company. We do subcontract with local MWBE, SBE, SDVOB, and other disadvantaged businesses where possible for installation and service related requests.
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Culinary Depot is not a certified WMBE or SBE company. We do subcontract with local MWBE, SBE, SDVOB, and other disadvantaged businesses where possible for installation and service related requests.
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Culinary Depot is not a certified WMBE or SBE company. We do subcontract with local MWBE, SBE, SDVOB, and other disadvantaged businesses where possible for installation and service related requests.
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Culinary Depot is not a certified WMBE or SBE company. We do subcontract with local MWBE, SBE, SDVOB, and other disadvantaged businesses where possible for installation and service related requests.
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Culinary Depot is not a certified WMBE or SBE company. We do subcontract with local MWBE, SBE, SDVOB, and other disadvantaged businesses where possible for installation and service related requests.
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Culinary Depot is not a certified WMBE or SBE company. We do subcontract with local MWBE, SBE, SDVOB, and other disadvantaged businesses where possible for installation and service related requests.
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Culinary Depot is not a certified WMBE or SBE company. We do subcontract with local MWBE, SBE, SDVOB, and other disadvantaged businesses where possible for installation and service related requests.
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Culinary Depot is not a certified WMBE or SBE company. We do subcontract with local MWBE, SBE, SDVOB, and other disadvantaged businesses where possible for installation and service related requests.

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	Culinary Depot accepts PO, credit card, and checks. Our standard payment terms for PO are Net 30, but we are open to conversations on other net terms with specific agencies should it be required. We accept payment of invoices via ACH, Check, Wire, or credit card. All public agencies will be able to order from us without having to set up an account. We do not require a credit application for a public agency making it easy to become a new customer and start doing business with us.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Culinary Depot does work with third parties to provide financing options for equipment should it be requested. We do not offer leasing of equipment unless it is lease to own where at the end they take ownership of the equipment.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.).  Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Culinary Depot requires a purchase order sent from the agency when ordering using net terms to be able to process an order. If they have any terms and conditions we would review them when they send it over. We do not have any standard terms and conditions on our end we require of agencies to agree to. Quotes to agencies will be generated on a standard template that is produced using the AutoQuotes software, an industry standard for commercial kitchen equipment.	*
58	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?	Culinary Depot does accept P-card/credit card as a payment method. Culinary Depot may charge a 2.5% administrative fee to pay with a P-card which we will evaluate on a case by case basis depending on the project. This will be communicated to the agency upfront before any order is placed. We do not have any minimum order requirement for credit card transactions.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts).  Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response.  If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Culinary Depot will be providing a catalog discount pricing model with set percentage discounts off of MSRP/list pricing for each manufacturer. The specific percentages for each manufacturer and detailed pricing information is available in the attached files. Some manufacturers do not have an MSRP, mostly on custom made products such as walk in freezers/refrigeration, stainless steel products, ventilation hoods, and others. Since these products do not have an MSRP we will provide custom quotes on each project for this equipment. Additionally, the manufacturer discounts represent the minimum discount that will be applied to that brand. Culinary Depot will always attempt to further discount if available at that time and will be project dependent. Our not to exceed price can be seen in the MSRP pricing file as the price shown to Sourcewell agencies.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts listed range from 0% to 75% off of MSRP depending on the manufacturer. Exact details for each manufacturer outlined in the attached pricing files.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Culinary Depot will always evaluate for additional discounts where available. These are typically project dependent and if we are able to offer better pricing on certain projects. Some manufacturers may offer volume discounts which we factor in to further discount if applicable but those will vary depending on the brand, project, and other factors. It will always be evaluated on every project to ensure we are always providing Sourcewell agencies with the best possible pricing.	*
62	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.	Pricing for any manufacturers not listed by name on our discount list in the pricing attachments will be provided upon request for quote by a participating Sourcewell agency. Any additional services, such as design services, installation, project management, storage, out of warranty repair or service, trainings, or any other additional services will be quoted at cost plus a markup not to exceed 15% or as listed in the attached pricing files for certain services or where the agency prefers a set hourly rate.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection.  Identify any parties that impose such costs and their relationship to the Proposer.	Factors not included in the pricing costs in the attached file are freight, inside delivery, uncrate and set in place, installation, haul away of equipment, inspection, final connections, trainings, storage fees. Pricing for these services will be quoted to the agency at our cost plus a markup not to exceed 15% or as listed in the attached pricing files, as mentioned above in the answer to question 62.	*

64	<p>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>Culinary Depot will engage the agencies requesting the quotes to identify any necessary shipping costs. These can be influenced by factors such as if a lift gate is required, if they need inside delivery or just dock delivery, whether the location of delivery can be accessed by stairs vs elevator, weight of the item, etc and factor into the cost of the freight and delivery services per quote. Any costs will always be detailed and agreed upon before any order is placed and provided on the quote.</p> <p>Many of our manufacturers offer free freight on an item or order, and Culinary Depot will pass along that free freight to the customer. We will always strive to not charge delivery fees/shipping where possible.</p>	*
65	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>For shipments to Hawaii, Alaska, Canada, and any offshore deliveries, we will provide quotes for any shipping charges like we would for any other quote. Culinary Depot has existing relationships with freight forwarders that we work with for shipments and any of those costs would be factored into the quoted pricing to the agency. Culinary Depot always prefers to coordinate delivery ourselves where possible and works very closely with any freight forwarders when being utilized to ensure the delivery timelines are met and everything is handled efficiently.</p>	*
66	<p>Describe any unique distribution, delivery, and/or deployment methods or options offered in your proposal.</p>	<p>Culinary Depot operates multiple warehouses around the country including in NY, NJ, SC, FL, TX, and NV to ensure quick and efficient shipping capabilities nationwide. We also leverage our vast network of manufacturers and their nationwide warehouses to multiply our shipping capabilities with drop ship orders so that no matter where the customer is we are able to get them their equipment quickly, and for the cheapest cost by delivering from warehouses closest to their location rather than the one closest to Culinary Depot. We strive to ship from locations close to the customer to minimize both transit times and freight costs.</p> <p>Culinary Depot also has physical storefronts located in New York, New Jersey, Las Vegas, and 3 locations in Florida. Customers in these locations are also able to pickup equipment from our physical store locations should they want to.</p>	*
67	<p>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>Culinary Depot will have a dedicated contract manager overseeing this contract. Those responsibilities include monitoring and evaluating quotes entered under this agreement to confirm pricing has been applied based on the discounts on the contract. We also have an internal system within our CRM that notes every customer and transaction and whether they are aligned with a contract like Sourcewell and can link a customer to a specific contract as a whole if requested so every transaction automatically gets the contracted rates applied. We will also provide regular reporting to Sourcewell of all purchases under the contract, and can also provide agencies a report of all their purchases and the discount percent and price paid and MSRP upon request as well.</p> <p>All sales rep who enter quotes will be provided with a copy of the contract and all the manufacturer discounts so that no matter who enters the quote they have in front of them the discount minimums for the Sourcewell contract and when quoting, the system tells them before creating the quote what contract to use.</p>	*
68	<p>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>Success under this contract will be measured utilizing a number of metrics including, but not necessarily limited to:</p> <ul style="list-style-type: none"> <li>Number of overall agencies aligned to the Sourcewell contract for all purchases</li> <li>Individual quotes provided under the Sourcewell contract</li> <li>Sales provided under the contract.</li> <li>Conversation rate of quotes to order.</li> <li>Meetings had by sales reps with agencies to discuss utilization of the contract.</li> <li>Conversion of customers from marketing campaigns focused on driving adoption of the contract.</li> </ul> <p>We have internal goals set for overall sales as well as any contracts we hold and will set the same for a Sourcewell contract and track that as we launch.</p> <p>We will also look at internal profitability to ensure the contract remains beneficial to Culinary Depot as well as to Sourcewell.</p>	*
69	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>Culinary Depot proposes a 1.5% admin fee payable to Sourcewell on all completed transactions.</p>	*

**Table 6B: Pricing Offered**

Line Item	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.	Pricing offered in this proposal is better than pricing typically offered to an individual agency. Pricing in this proposal is as good as or better than pricing offered through existing coop contracts, state contracts, or multi-agency contracts.

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

Line Item	Question	Response *
71	Provide a detailed description of the depth and breadth of all the Solutions offered in the proposal.	<p>Culinary Depot provides a full end-to-end solution for commercial foodservice operations, offering a comprehensive portfolio of equipment, smallwares, kitchen design, project management, installation, training, and warranty servicing. We carry over 950 manufacturers all of which are offering to agencies under this contract. Our categories of equipment include but are not limited to:</p> <ul style="list-style-type: none"> <li>Cooking Equipment</li> <li>Refrigeration &amp; Freezer Equipment</li> <li>Food Preparation Equipment</li> <li>Dishwashing &amp; Warewashing</li> <li>Beverage &amp; Bar Equipment</li> <li>Holding &amp; Warming Equipment</li> <li>Serving, Merchandising &amp; Display</li> <li>Ventilation, Exhaust &amp; Fire Suppression</li> <li>Storage &amp; Fabrication</li> <li>Smallwares &amp; Kitchen Tools</li> <li>Back-of-House Furniture</li> <li>Front-of-House &amp; Cafeteria Furniture</li> <li>Serving Line &amp; Front-Counter Furniture</li> </ul>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>Cooking Equipment                             <ul style="list-style-type: none"> <li>Ranges, griddles, charbroilers</li> <li>Convection, combi, and conveyor ovens</li> <li>Deep fryers, pressure fryers</li> <li>Tilt skillets, braising pans, steam kettles</li> <li>Rotisseries, pizza ovens, smoker ovens</li> <li>Induction systems and modular electric equipment</li> </ul> </li> <li>Refrigeration &amp; Freezer Equipment                             <ul style="list-style-type: none"> <li>Reach-ins and undercounter units</li> <li>Prep tables and chef bases</li> <li>Walk-in coolers and freezers</li> <li>Blast chillers and shock freezers</li> <li>Refrigerated display cases and merchandisers</li> </ul> </li> <li>Food Preparation Equipment                             <ul style="list-style-type: none"> <li>Mixers, slicers, food processors</li> <li>Immersion blenders, bowl cutters, grinders</li> <li>Dough handling and bakery equipment</li> <li>Vegetables prep and cutting systems</li> </ul> </li> <li>Dishwashing &amp; Warewashing                             <ul style="list-style-type: none"> <li>Undercounter and pass-through dish machines</li> <li>Conveyor and flight-type washers</li> <li>Pot and pan washers</li> <li>Garbage disposers and pulper systems</li> <li>Dishtables, sinks, and sanitation stations</li> </ul> </li> <li>Beverage &amp; Bar Equipment                             <ul style="list-style-type: none"> <li>Ice machines and bins</li> <li>Espresso machines and coffee brewers</li> <li>Blenders and drink prep tools</li> <li>Bar refrigeration, cocktail stations, and glass washers</li> </ul> </li> </ul>

Holding & Warming Equipment

Heated cabinets, proofers, and drawer warmers  
 Countertop warmers and soup kettles  
 Heated shelves and banquet systems  
 Hot food tables and steam wells

Serving, Merchandising & Display

Buffet lines and mobile serving counters  
 Heated and refrigerated merchandisers  
 Display warmers and bakery cases

Ventilation, Exhaust & Fire Suppression

Hoods and ducting systems  
 Grease, heat, and steam capture systems  
 Fire suppression installation and compliance

Storage & Fabrication

Custom stainless steel fabrication  
 Shelving, racks, carts, and dunnage systems  
 Tables, sinks, wall cabinets, and worktops

Smallwares & Kitchen Tools

Back-of-house:

Cookware (pots, pans, sheet trays, hotel pans)  
 Utensils (spatulas, tongs, whips, ladles)  
 Knives, cutting boards, safety tools  
 Storage containers, lids, and labeling systems  
 Thermometers, scales, timers

Front-of-house:

Dinnerware, flatware, and glassware  
 Serving trays, baskets, ramekins  
 Buffet service equipment

Disposables & Consumables:

To-go packaging  
 Food wrap, liners, gloves, and cleaning chemicals

Back-of-House Furniture

Worktables & Prep Tables

Stainless steel worktables (various gauges)  
 Cutting-board-top prep stations  
 Mobile prep tables with casters

Stainless Steel Cabinets & Enclosures

Wall-mounted cabinets  
 Base cabinets and enclosed tables  
 Customized storage stations

Shelving Systems

Wire shelving (chrome, epoxy-coated)  
 Solid stainless shelves  
 High-density shelving systems  
 Mobile shelving carts

Ingredient & Dunnage Racks

Low-profile dunnage racks for bulk goods  
 Heavy-duty ingredient bins and racks

Front-of-House & Cafeteria Furniture

Tables & Seating

\*

		<p>Dining tables (laminated, wood, composite, solid-surface)                  Booth seating, banquettes                  Freestanding chairs and stackable seating                  Bar-height tables and stools</p> <p>Cafeteria / Multi-Purpose Room Furniture</p> <p>Folding cafeteria tables                  Bench-attached seating units                  Breakroom tables and seating sets                  Modular furniture designed for high-traffic environments</p> <p>Mobile or Multi-Use Solutions</p> <p>Café tables with casters                  Flip-top training tables                  Collapsible seating units for multipurpose rooms</p> <p>Serving Line &amp; Front-Counter Furniture</p> <p>Modular Serving Counters</p> <p>Hot/cold food stations with integrated cabinetry                  Cashier stands and POS stations                  Beverage counters</p> <p>Custom Millwork &amp; Built-In Fixtures</p> <p>Cabinetry for serving lines                  Decorative cladding and façades                  Integrated tray slides, sneeze guards, and shelving</p>
73	<p>Describe how your company will handle supply-chain issues, product substitutions, and special order products.</p>	<p>Culinary Depot is always on the lookout for potential market disruptions or supply chain issues. We try to stock product accordingly to have minimal impact should supply chain disruptions occur. We also carry over a thousand brands and should a particular brand or product not be available, we will work to identify a suitable alternative that meets the agency timeline should it be desired by the agency. We will not make any substitutions without the agency's confirmation. If pricing on a substitution is lower than the original, we will only invoice for the lower amount and all we need is email confirmation they want to proceed. If the substitution is higher, we do requested a revised PO reflecting any possible increase. Special order products are usually made to order and we work with manufacturers to keep lead times on those as short as possible and we will always ensure that any special order items being ordered will be ready within the customer's needed timeframe before placing the order and if they will not be, we will identify a solution that will work for the agency and their timeline.</p>
74	<p>Describe your design service offering, if available.</p> <p>Associated costs/fees must be clearly identified in your pricing proposal.</p>	<p>Culinary Depot has a dedicated design department that employs 10 individuals located across multiple states who solely handle design services. We also employ a number of project managers who work closely with the designers to ensure smooth execution from start to finish. We can handle everything from design, CAD drawings, working with architects all the way through to equipment delivery and installation. Our designers are trained to ensure efficient flow of the equipment in the kitchen or workspace and ensure that the layout of the space serves the actual function and purpose of the space. Pricing for this service will be quoted on a job by job basis based on rates listed in the answer to question 62.</p>

75	Describe your installation process and how it is managed from product order to completion.	Culinary Depot offers full installation services. We can do anything from a simple plug in of a machine, to putting together a custom walk in refrigerator or freezer, to install and set up a full kitchen including hoods, equipment, and more. Every installation job is assigned a project manager to oversee the project and ensure it runs smoothly and on time. A fully detailed scope of work will be developed and agreed upon for each installation job before commencing any work and before finalizing any order. The first step would be a site visit by sales reps and project management to measure the space, understand the needs of the customer, and identify all aspects that could impact installation on the job site to be able to provide a price for installation. Once the order is in, the project manager will work with the designated contacts on the agency side to schedule delivery and will manage the install crews and be on site during delivery and installation to oversee the project. If there is a GC involved, our project managers will work with the GC to ensure they are scheduling everything in accordance with the timelines of the GC so that everything goes smoothly. Post install, Culinary Depot and PM are available to offer any additional assistance needed in case anything comes up after the install is finished. For the staff doing the install, our preference is to use Culinary Depot employees but there are situations where we outsource to qualified companies where necessary. Any subcontracted installers will be experienced in commercial kitchen equipment and are either companies we have worked with before, or are vetted and certified by the Commercial Food Equipment Service Association <a href="https://cfesa.com/service-locator/">https://cfesa.com/service-locator/</a> . This is an industry accepted site for finding service providers who service and install commercial kitchen equipment. We also vet these companies further before working with them.
76	Describe how you provide repair and service support for Solutions offered under a resulting agreement. Explain your role, how service requests are initiated and managed, warranty and non-warranty repair processes, and coverage for parts, labor, travel, and service areas.  Associated costs/fees must be clearly identified in your pricing proposal.	Many items come with manufacturer warranties. If service is needed during the manufacturer warranty period, Culinary Depot will take care of scheduling that service on behalf of the agency at no charge to the agency. All the agency needs to do is contact Culinary Depot to arrange the service. Culinary Depot will then work with the manufacturer directly to coordinate with authorized repair technicians for the manufacturer and coordinate the scheduling and completion of any repairs needed. There is no charge to the customer for this service for repairs covered under a manufacturer warranty.  Culinary Depot also offers extended warranties for purchase, detailed under the pricing attachment, and should an extended warranty be purchased, the same process as detailed above would apply. All the customer needs to do is contact Culinary Depot and we handle it within our service department from there.  For repairs outside of the warranty, we will assist where possible utilizing either our own staff, manufacturer authorized service technicians, or utilizing companies certified by the Commercial Food Equipment Service Association <a href="https://cfesa.com/service-locator/">https://cfesa.com/service-locator/</a> . For out of warranty coverage, costs would be the same as answered on question 62.

**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

Line Item	Category or Type	Exclusions	Offered *	Comments
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77	Commercial-grade kitchen and foodservice equipment and appliances.		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Culinary Depot has access and can provide a full range of commercial grade equipment and appliances across all categories, including but not limited to:</p> <p><b>Cooking Equipment:</b> Ranges (gas/induction), ovens (convection, combi, deck), deep fryers, griddles, charbroilers, steamers, and kettles.</p> <p><b>Refrigeration Equipment:</b> Walk-in coolers/freezers, reach-in refrigerators, under-counter refrigeration, prep tables, and ice machines.</p> <p><b>Food Prep Equipment:</b> Mixers (planetary/spiral), food processors, slicers, blenders, and food cutters.</p> <p><b>Storage and Shelving:</b> Stainless steel work tables, ingredient bins, dunnage racks, and shelving units.</p> <p><b>Warewashing and Cleaning Equipment:</b> Dishwashers (conveyor/door-type), three-compartment sinks, prep sinks, hand sinks, and garbage disposals.</p> <p><b>Ventilation and Safety Systems:</b> Exhaust hoods, fire suppression systems, and floor mats.</p> <p><b>Beverage Equipment:</b> Coffee brewers, espresso machines, juice dispensers, and soda fountains</p> <p>We carry over 500,000 products from over 1,000 manufacturers we can provide under this contract.</p>
78	Components, accessories, and parts for the commercial-grade equipment and appliances described above.		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Culinary depot is able to provide components, parts, and accessories for all equipment we sell and are able to assist with service on all equipment as well.</p>

79	<p>Foodservice small wares, tools, dispensers, supplies, and furnishings directly related to and supporting the proposer's offered solutions in line 77 and 78 above.</p>		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Culinary Depot is able to provide a full range of smallwares, tools, dispensers, supplies, and furnishings related to the category. This includes but is not limited to:</p> <p><b>Cookware &amp; Pots &amp; Pans:</b>                  Stock pots, sauce pans, fry pans, sauté pans, brazier pans, cast iron skillets, and roasting pans.</p> <p><b>Kitchen Cutlery &amp; Cutting Tools:</b>                  Chef knives, paring knives, bread knives, slicers, cleavers, kitchen shears, and knife sharpeners.</p> <p><b>Food Prep Tools &amp; Utensils:</b>                  Whisks, spatulas, ladles, tongs, turners, peelers, graters, colanders, strainers, and food scoops.</p> <p><b>Measuring &amp; Portion Control Tools:</b>                  Measuring cups and spoons, portion scoops/dishers, liquid measuring pitchers, and kitchen scales.</p> <p><b>Bakeware &amp; Pastry Tools:</b>                  Sheet pans, cake pans, muffin tins, mixing bowls, pastry bags, dough scrapers, and rolling pins.</p> <p><b>Food Storage &amp; Handling:</b>                  Food pans (hotel pans), food storage containers (plastic/cam-wear), lids, squeeze bottles, and ingredient bins.</p> <p><b>Tabletop &amp; Serving Ware:</b>                  Dinnerware (china, melamine), flatware, glassware, trays, chafing dishes, and condiments dispensers.</p> <p><b>Cleaning &amp; Maintenance Supplies:</b>                  Mops, brushes, buckets, trash cans, safety gloves, and dishwashing supplies.</p> <p><b>Specialty Supplies:</b>                  Pizza peels and cutters, bar mixology tools, and insulated food transport items.</p> <p>We carry over 500,000 products from over 1,000 manufacturers we can provide under this contract.</p>
80	<p>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.</p>	<p>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.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Culinary Depot provides full service design, installation, project management, repair and warranty servicing, inside delivery, removal and disposal of old equipment, training, and more to all agencies nationwide.</p>

**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

Line Item	Category or Type	Exclusions	Offered *	Comments
81	Commercial-grade kitchen and foodservice equipment and appliances.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Culinary Depot has access and can provide a full range of commercial grade equipment and appliances across all categories, including but not limited to: Cooking Equipment: Ranges (gas/induction), ovens (convection, combi, deck), deep fryers, griddles, charbroilers, steamers, and kettles. Refrigeration Equipment: Walk-in coolers/freezers, reach-in refrigerators, under-counter refrigeration, prep tables, and ice machines. Food Prep Equipment: Mixers (planetary/spiral), food processors, slicers, blenders, and food cutters. Storage and Shelving: Stainless steel work tables, ingredient bins, dunnage racks, and shelving units. Warewashing and Cleaning Equipment: Dishwashers (conveyor/door-type), three-compartment sinks, prep sinks, hand sinks, and garbage disposals. Ventilation and Safety Systems: Exhaust hoods, fire suppression systems, and floor mats. Beverage Equipment: Coffee brewers, espresso machines, juice dispensers, and soda fountains
82	Components, accessories, and parts for the commercial-grade equipment and appliances described above.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Culinary depot is able to provide components, parts, and accessories for all equipment we sell and are able to assist with service on all equipment as well.

83	<p>Foodservice small wares, tools, dispensers, supplies, and furnishings directly related to and supporting the proposer's offered solutions in line 81 and 82 above.</p>		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Culinary Depot is able to provide a full range of smallwares, tools, dispensers, supplies, and furnishings related to the category. This includes but is not limited to:</p> <p><b>Cookware &amp; Pots &amp; Pans:</b>                  Stock pots, sauce pans, fry pans, sauté pans, brazier pans, cast iron skillets, and roasting pans.</p> <p><b>Kitchen Cutlery &amp; Cutting Tools:</b> Chef knives, paring knives, bread knives, slicers, cleavers, kitchen shears, and knife sharpeners.</p> <p><b>Food Prep Tools &amp; Utensils:</b>                  Whisks, spatulas, ladles, tongs, turners, peelers, graters, colanders, strainers, and food scoops.</p> <p><b>Measuring &amp; Portion Control Tools:</b> Measuring cups and spoons, portion scoops/dishers, liquid measuring pitchers, and kitchen scales.</p> <p><b>Bakeware &amp; Pastry Tools:</b>                  Sheet pans, cake pans, muffin tins, mixing bowls, pastry bags, dough scrapers, and rolling pins.</p> <p><b>Food Storage &amp; Handling:</b>                  Food pans (hotel pans), food storage containers (plastic/cam-wear), lids, squeeze bottles, and ingredient bins.</p> <p><b>Tabletop &amp; Serving Ware:</b>                  Dinnerware (china, melamine), flatware, glassware, trays, chafing dishes, and condiments dispensers.</p> <p><b>Cleaning &amp; Maintenance Supplies:</b> Mops, brushes, buckets, trash cans, safety gloves, and dishwashing supplies.</p> <p><b>Specialty Supplies:</b> Pizza peels and cutters, bar mixology tools, and insulated food transport items.</p> <p>We carry over 500,000 products from over 1,000 manufacturers we can provide under this contract.</p>
84	<p>Equipment-related services directly related to the acquisition, 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>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.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Culinary Depot provides full service design, installation, project management, repair and warranty servicing, inside delivery, removal and disposal of old equipment, training, and more to all agencies nationwide.</p>

**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](#) - Pricing Files.zip - Wednesday March 25, 2026 11:41:22
  - [Financial Strength and Stability](#) - Financial Strength Documents.zip - Thursday March 26, 2026 12:23:21
  - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday March 24, 2026 12:18:25
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - Upload Additional Document (optional)

## 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. - Ariel Sobin, Sales and Contracts Manager, Chefs Depot Inc. DBA Culinary Depot

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