

**MASTER AGREEMENT #040726****CATEGORY: Commercial Kitchen Equipment with Related Supplies and Services****SUPPLIER: Cook's Direct Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Cook's Direct Inc., 2250 75th St., Suite 200, Woodridge, IL 60517 (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 Sourcewell 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 Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell 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 Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell 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

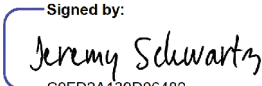
of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, 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.

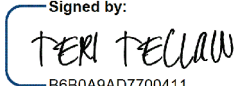
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of 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.

040726-COK

Sourcewell

Cook's Direct Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/1/2026 | 2:33 PM CDT _____

Signed by:

B6B0A9AD7700411...
By: _____
Terri Teclaw
Title: Contracts Manager
Date: 6/18/2026 | 12:16 PM PDT _____

RFP 040726 - Commercial Kitchen Equipment with Related Supplies and Services

Vendor Details

Company Name:	Cook's Direct Inc.
Does your company conduct business under any other name? If yes, please state:	Cook's Correctional Kitchen Equipment
Address:	27725 Diehl Rd.
Contact:	Warrenville, IL 60555
Email:	Teri Teclaw
Phone:	tteclaw@cooksdirect.com
Fax:	630-821-0250
HST#:	800-956-6822
	364131384

Submission Details

Created On:	Tuesday February 17, 2026 09:20:11
Submitted On:	Monday April 06, 2026 16:39:03
Submitted By:	Teri Teclaw
Email:	tteclaw@cooksdirect.com
Transaction #:	2e55bcc6-09f5-433e-a152-ca06d1be6eea
Submitter's IP Address:	10.13.1.12

Specifications

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

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

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

#	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Cook's Direct Inc.
2	In the event of an award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Yes or No.	Yes
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).	Cook's Direct Inc. (Legal Name). Cook's does not have any subsidiaries. Cook's uses DBA "Cook's Correctional Kitchen Equipment". Cook's uses this DBA for legacy buyers guide catalog and marketing materials specific to the correctional segment.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code 1UYMS Unique Entity Identifier CFBAE2NQDE76
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Code: 423440, 423740
6	Proposer Physical Address:	225075th St. Suite 200 Woodridge IL 60517
7	Proposer website address (or addresses):	www.cooksdirect.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance")	Teri Teclaw, Contracts Manager 225075th St. Suite 200 Woodridge IL 60517

ceofCompliance”onbehalfoftheProposer):	Email:tteclaw@cooksdirect.com PH:800-956-5571Ext.127OR630-821-0250
9 Proposer'sprimarycontactforthisproposal(name,t tle,address,emailaddress&phone):	TeriTeclaw,ContractsManager 225075thSt.Suite200 WoodridgeIL60517 Email:tteclaw@cooksdirect.com PH:800-956-5571Ext127OR630-821-0250
10 Proposer'sothercontactsforthisproposal,ifany(na me,title,address,emailaddress&phone):	ShaunSlesnick,InsideSalesManager 225075thSt.Suite200 WoodridgeIL60517 Email:sslesnick@cooksdirect.com PH:630-496-8185 AnthonyMcDonald,VicePresidentEducationSale s 225075thSt.Suite200 WoodridgeIL60517 Email:amcdonald@cooksdirect.com PH:630-868-9463 JohnYaeger,VicePresidentNationalAccounts 225075thSt.Suite200 WoodridgeIL60517 Email:jyaeger@cooksdirect.com PH:630-363-3208 TimSaner,VicePresidentContractServices 225075thSt.Suite200 WoodridgeIL60517 tsaner@cooksdirect.com PH:630-821-6300Ext122

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

#	Question	Response *
1	Provideabriefhistoryofyour company,includingyourco mpany'scorevalues,busin essphilosophy,andindustr ylongevityrelatedtotherequ estedSolutions.	Cook'sDirecthasbuiltitsreputationthroughacombinationofexpertise,servi ce,andlong- standingrelationshipswithintheinstitutionalfoodserviceindustry.Foundedi n1997,thecompanywasthefirsttospecializeinfoodserviceequipmentands uppliesforcorrectionalfacilities.Drawingonpriorexperiencewithinthecorre ctionsindustry,werecognizedthatoperatorsintheseenvironmentsfaceduni quechallenges—servinglargevolumesofmealsunderstrictsecurity,operat ional,andbudgetconstraints.Fromthebeginning,Cook'sDirectsetouttopro videnotjustproducts,buttheknowledge,service,andsupportneededtohelp operationsucceedinthesedemandingconditions. Asthecompanygrew,Cook'sDirectexpandeditsreachintoeducationaland otherinstitutionalfacilitiesacrossthecountry.We havebuiltourcatalogande xpertiseforthesetypesofoperations,ensuringtheyhavetheequipmentands

	upplies needed to serve hundreds or thousands of meals each day. At the heart of the company's business philosophy is a commitment to making the buying experience as simple and efficient as possible for customers. Cook's Direct recognizes that food service professionals in institutional environments operate under constant pressure. The last thing they need is a complicated purchasing process. To address this, the company maintains a large inventory of products ready to ship and invests heavily in the training of its sales associates. Through continuous education and hands-on learning, our team members develop deep product knowledge and operational insights so they can recommend solutions that truly fit each customer's needs. When a product isn't readily available, the team goes a step further, researching, sourcing, and identifying alternatives. The company's culture and approach are guided by a set of core values that reinforce its customer-first philosophy. These values include We Really Care, We Are Customer Focused, We Figure It Out, We Get A Lot Done, and We Enjoy Our Work. Together, these values demonstrate a culture built on care, accountability, and dedication to customer success, where our team takes pride in their work and building strong partnerships. After nearly three decades in the industry, Cook's Direct continues to take pride in the relationships it has built and the role it plays in helping facilities operate more efficiently, serve their communities effectively, and overcome the challenges of large-scale food service operations.
1 What are your company's sex 2 expectations in the event of a ward?	In the event of a ward, Cook's would continue to work with our current Sourcewell member customers to provide exceptional value on all their food service equipment, supply, and service needs. We will also continue to promote Sourcewell to our customer base as an option that could streamline their procurement process. As an incumbent, Cook's is very familiar with how to discuss and promote Sourcewell, which we do through many vehicles, including direct communication with customers from our Sourcewell trained sales staff, direct marketing via email, and at industry specific trade shows.
1 Demonstrate your financial 3 strength and stability with m eaningful data. This could in clude such items as financial statements, SEC filings, cre dit and bond ratings, letters o f credit, and detailed referen ce letters. Upload supporting docume nts (as applicable) in the doc ument upload section of your response. DONOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See Attached 2024 Independent Auditor's Financial Statement for Cook's Direct Inc., as well as Letter of Credit from JPMorgan Chase. 2025 Independent Auditor's Financial Statement for Cook's Direct Inc. not available until mid-April 2026. Can be provided at such time if required.
1 Tell us your US market share 4 for your proposed Solutions. OR, provide the number of U	The majority of Cook's sales are to government agencies (public sector). One of Cook's primary markets is correctional food service, in which Cook's is considered the market leader. For replacement equipment and supply business, Cook's market share for correctional food service is estimated at 25%. Cook's

SEducationandGovernme ntentitiesyouhaveservedo verthepastthree(3)years,y ourretentionrates,alongwit hthetotalnumberofstatesw hereyouhavemadesales.	appliedgoods/servicestoapproximately4500governmentinstitutions(ofall types)acrossall50statesoverthepastthreeyears. Overall,Cook'waslistedasthe#30rankedvolumedealerinthe"FoodServic eEquipmentandSupply"2025DistributorGiantsarticlethathighlightsthenat ionstop100foodserviceequipmentandsupplydealers.
1TellusyourCanadianmarke 5tshareforyourproposedSol utions. OR,providethenumberofC anadianEducationandGov ernmententitiesyouhaves ervedoverthepastthree(3)ye ars,yourretentionrates,alo ngwiththetotalnumberofpr ovinceswhereyouhavema desales.	CurrentlyCook'ssupportsahandfulofgovernmentinstitutionaccounts inCa nada,butisopentoadditionalcoverageofCanadianaccountsthatwishtoutil zeSourcewell.
1Discloseallcurrentandcom 6pletedbankruptcyproceedi ngsforProposerandanyincl udedpossibleResponsible Partywithinthepastseveny ears. Proposermustprovidenotic einwritngtoSourcewellifite ntersabankruptcyproceedi ngatanytimeduringthepen dencyofthisRFPevaluation .	None-NotApplicable
1Howisyourorganizationbes 7t described:isitamanufactur er,adistributor/dealer/resel ler,oraserviceprovider?An swerthequestionthatbesta ppliesto yourorganization,e ithera)orb). a)Ifyourcompanyisbestdes cribedasadistributor/deale r/reseller(orsimilarentity),p rovideyourwrittenauthoriza tiontoactasadistributor/dea ler/resellerforthemanufact ureroftheproductspropose dinthisRFP.Ifapplicable,isy ourdealernetworkindenpen dantorcompanyowned? b)Ifyourcompanyisbestdes	Cook'sisbestdescribedasadistributor/dealer/resellerofcommercialfoods erviceequipmentandsupply.Cook'salsodesigns,andcontractmanufactur esitsownlinesofuniqueinstitutionalfoodserviceequipmentandsupplies,pri marilyforthecorrectionsmarket.Additionally,Cook'shasseveralvendorsof customfabricatedgoods(primarilystainlesssteel)tomeettheneedsoffoods erviceoperationsthatrequiremorethan'offtheshelf'productsolutions. AmemberoftheSupply&EquipmentFoodserviceAlliance(SEFA)buyinggr oup,Cook'sisanauthorizeddistributorofover500manufacturers.Inaddition totheproduct,Cook'salsooffersservicestoourcustomersthatincludeinstall ation,design,on- siteconsultation,andprojectmanagementforlargejobs.Theseservicesgive theadvantageandeaseof'one- stopshopping'foracompletesolutionthatotherdistributorsmaylack.

cribed 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?	
1 If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Cook's is registered to do business in all 50 states and territories of the US. For installation, maintenance/repair, and warranty service, Cook's utilizes authorized OEM agents. These are determined by geography, in relation to the client's (end user) location. These service agents carry the necessary permits and licenses for the area they service. At a staff level, several of Cook's sales and support staff carry the Certified Foodservice Professional (CFSP) certification, which is attained through classwork and testing. Relevant to e-commerce applications, Cook's is integrated with Buy Source well for streamlined purchasing through Euna Storefront. This integration is a punchout through PO delivery automation, streamlining approvals and ordering. Cook's website is ADA and PCIDSS v4.0.1 compliant.
1 Disclose all current and past debarments or suspensions for Proposer and any include possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the dependency of this RFP evaluation.	None-Not Applicable
2 Describe any relevant industry awards or recognition that your company has received in the past five years.	2024—SEFA Pacesetter Award—Cook's Direct was honored for their sustained momentum and future-focused investments. With a proven track record of performance, they continue to lead by example and inspire others to step up. 2023—SEFA Member of the Year—Cook's Direct was celebrated for their forward-thinking approach and dedication to meeting today's needs while driving growth for SEFA Supplier Partners. Led by a visionary owner and supported by a resilient and committed team, Cook's Direct has not only excelled but set a new standard for excellence in the industry. This recognition is a testament to their relentless dedication and outstanding accomplishments throughout 2023. 2021 Good Design Award—MyGofood containers sustainability award.
2 What percentage of your sales were to the governmental sector in the past three years?	70%

2Whatpercentageofyoursal	15%
2esweretotheeducationsect	
orinthepastthreeyears?	
2Listallstate,cooperativepur	SourcewellContract-063022-COK
3chasingagreementssthatyo	2023\$2,307,824
uhold.Whatistheannualsal	2024\$7,843,008
esvolumeforeachofthesea	2025\$5,362,031
greementsoverthepastthre	
eyears?	StateofNorthCarolina5214A
	2023\$410,578
	2024\$1,038,435
	2025\$1,015,927
	StateofMissouri-EquipmentContractCC250004001
	2023\$1,079,373
	2024\$2,588,783
	2025\$477,278
	StateofOklahomaContractSW0275
	2023\$625,691
	2024\$292,491
	2025\$305,475
	DallasCountyTXContract2025-033-7058
	2023\$125,418
	2024\$548,368
	2025\$313,479
	StateofKentuckyContractMA7582300001396
	2023\$70,247
	2024\$456,003
	2025\$392,529
	StateofPennsylvaniaContract4400032152
	2023\$70,228
	2024\$204,553
	2025\$423,510
	E&IContractCR001164.0
	2025(new)\$458,315
	StateofWestVirginiaContractDCR24000000561
	2023\$149,349
	2024\$116,557
	2025\$169,932
	MaricopaCountyAZContract230006-C
	2023\$144,794
	2024\$157,421
	2025\$88,395
	BuyboardContract789-25

	2023\$26,828 2024\$68,531 2025\$248,688 StateofMinnesotaContractF-354(5) 2023\$34,869 2024\$53,450 2025\$168,015 StateofFloridaContractATC-22-006 2023\$141,656 2024\$69,482 2025\$42,332 1GPAContract24-11DV-02 2024(new)\$133,307 2025\$63,325 StateofMissouri-SmallwaresContractMC250253003 2023\$120,348 2024\$27,368 2025\$39,594
2 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?	No GSA or SOSA contracts

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 *	
Georgia Institute of Technology	Scott Bruhn Director of Culinary Services sbruhn@gatech.edu	470-494-3748	*
University of Illinois-Urbana Champaign	Thurman Etchison Assistant Director of Dining Equipment etchisn@illinois.edu	217-300-4551	*
Georgia Correctional Industries	Nicole Farmer Business Analyst nlfarmer@gci-ga.com	478-445-0761	*
Eureka City Schools-California	Kevin Ralston Food Service Director ralstonk@eurekacityschools.org	707-441-2501	

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

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

#	Question	Response *
26	Salesforce (see instructions above).	Cook's Direct has eleven sales representatives and five sales support staff members serving the needs of Sourcewell participating agencies. All team members undergo regular training on the Sourcewell contract, from both internal resources (contract managers) and by Sourcewell staff. Cook's staff understands not only the mechanics of the contract but also how to best convey the benefits to participating members. Additionally, Cook's sales and support staff participate in weekly training by factory/vendor representatives on equipment and supplies, with emphasis on new/innovative product solutions. This is knowledge they then share with our customers across the U.S. when working on solutions for their institutional kitchen equipment and supply needs. Cook's sales representatives are paired with a dedicated sales support team member, both of whom work actively with customers. These teams are responsible for customer outreach, in-bound inquiries, consultation, product specification, preparation of quotes & proposals, order processing, and after-sales support. After-sales support is not limited to returns or other administrative needs, but also includes technical assistance and troubleshooting, installation services, initiating service calls, and other product/service-related needs of the customer. Sales staff and sales support staff operate with a sense of urgency, as the industry demands. New customer leads and other high urgency requests are addressed same day. General inquiries have an internal 24-hour response turnaround time requirement. Customers will receive communication from Cook's (electronic or phone) for large or technical requests that require additional time. Additionally, Cook's phone system is accessible 24/7, where messages can be left directly for applicable staff. Also, our e-commerce website allows anyone to submit an inquiry 24/7, which is routed to appropriate staff for response. As an incumbent Sourcewell contract holder, Cook's has serviced Sourcewell members in 36 different states across the U.S. Within these states, more than 200 unique institutions have partnered with Cook's via Sourcewell, to procure goods and services. These customers are evenly split between the public education sector and general government institutions. Our partnership with these customers utilizing Sourcewell has been strong, illustrated by the fact that more than 50% of them order multiple times, with an average of over 3 transactions per customer over the last 3 years. Including Q1 of 2026, this represents about \$17M in transactions.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, d	Cook's is an authorized national distributor of over 500 food service equipment and supply manufacturers. This allows us to offer customers several options to match their needs and priorities, whether that be value driven, specific features, or lead time. As most equipment build-ups are specific to a customer's needs (i.e. utilities and optional features) it is made-to-order by the manufacturer and shipped direct to the end user. That said, Cook's does stock a variety of 'standard' build-up equipment in our distribution center. On average, Cook's maintains about \$3.5M-

istributors, resellers, and other distribution methods.	\$4M of equipment and supplies in our main distribution center.
2 Service for 8e (see instructions above).	Cook's has an in-house installation team that works coast-to-coast, specializing in large-scale kitchen renovations and new build installations. The lead installer on this team has over 30 years of experience in large-scale food service installations. Cook's also works with national service agents, such as Hobart Service and AIM, for food service equipment installations. Additionally, Cook's partners with regional and local-to-client authorized service agents, when applicable. (This is often the most effective route, as being close to the end user is critical in getting service done in a prompt manner.) In general, all service agents are factory authorized for the manufacturers of the equipment they install. Cook's sales and support teams work together with the installer and customer to make sure jobscope and timelines are understood and agreed upon by all stakeholders, leaving no gaps. In addition to repair service and installation, Cook's can coordinate PM programs, as needed, through authorized service agents for customers. These are typically priced by SKU, for specific duration.
2 Describe the ordering process. If order will be handled by distributors, dealer or others, explain the respective role of the Proposer and others.	All orders resulting from Sourcewell contract are handled internally by the sales and support staff. These orders can be via e-mail, mail, phone, fax, or online through e-commerce site. Customers can place orders with a PO (on account/credit) or via credit card/p-card. Basic account set-up data is requested from new customers. This is facilitated by Cook's sales and support staff.
3 Describe in detail the process and procedure of your customer service program and issuer resolution program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your state	Cook's Direct is committed to delivering a high level of customer service through timely responses, clear communication, and dependable follow-through. This structured approach ensures that customers are fully informed and supported at each stage of the ordering and post-sale process. Cook's Sales Support Team is available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Standard Time to assist with order placement, quotation requests, delivery coordination, warranty inquiries, and issuer resolution related to Sourcewell contract purchases. In addition, a 24-hour, 7-day phone messaging system is available to capture customer inquiries outside of standard business hours. Messages are reviewed and addressed promptly on the next business day. Cook's maintains the following service standards. Customer inquiries are responded to within two business days. Orders are entered and processed within one business day of receipt. An order confirmation email is sent to the customer. Customers are proactively notified of any backordered items, estimated delivery dates and tracking information. Cook's Direct maintains a clear and communicative return process by sending the customer a confirmation of the return request. Providing the customer with a status update within two business days. And continued follow-up communication until the issue is fully resolved.

dservicego alsorpromis es.	
3 Describeyo 1 urabilityand willingnesst oprovideyo urproductsa ndservicest oSourcewel lparticipatin gentitiesinth eUnitedStat es.	For the past 30 years, Cook's has serviced government customers across all 50 states, for the equipment, supplies, and service needs, as applicable. Cook's sales and support staff each concentrate on certain regions of the U.S. and understand nuance (from region to region, and in institution type) that may impact equipment selection, shipping times, and correlating service requests. Cook's already services Sourcewell members in 36 states.
3 Describeyo 2 urabilityand willingnesst oprovideyo urproductsa ndservicest oSourcewel lparticipatin gentitiesinC anada.	Cook's is open to supplying institutions in Canada but must abide by any guidelines certain manufacturers have that limit sales/shipment of product into another Country, such as Canada.
3 Identify any 3 geographic areas of the United State sor Canada that you will NOT be fully servicing th rough the proposed agreement.	Cook's can service all areas of the 50 states. That said, remote areas (such as Alaska) may experience longer than standard delivery times. Also, services (installation, equipment repair) to remote areas may also be limited and have long lead times. These exceptions are disclosed to such customers at time of quote/order.
3 Identify any 4 account typ e of Participa ting Entity w hich will not have full acce ss to your Sol utions if awar ded an agree ment, and the reasoning f or this.	As an incumbent Sourcewell contract holder, Cook's services all participating entity sectors, and will continue to do so if awarded again. Cook's promotes Sourcewell contract utilization to any government buyer open to using a cooperative contract. If an agency is required to use a specific state contract that Cook's is part of, and the customer references said contract for quote or order request, we do not try to sway them from the contract they are instructed to use for procurement. If we are not on a contract that a customer wishes to use but is not required to use, we do promote Sourcewell as an alternative and leave the final decision to them.
3 Define any s 5 pecific requi rements or	No restrictions. Entities in remote areas such as Alaska, Hawaii, and US Territories will experience longer transit times on delivery of product (and services) as well as total freight costs higher than entities in the CONUS. Freight costs and lead times are conveyed to entities at time of quote.

restrictionsthat would apply to our participation in Hawaii and Alaska and in U.S. Territories.	and again at time of order.
3 Will Propose to extend term of any awarded master agreement to non-profit entities?	Yes, if they are a qualified Sourcewell participating entity, we will extend terms of the awarded master agreement to them.

Table 4: Marketing Plan (100 Points)

#	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	To promote this contract, Cook's Direct will execute a fully integrated, multi-channel marketing strategy designed to both build on our strong momentum with current members and expand awareness among non-members by clearly communicating the value of Sourcewell and cooperative contract purchasing. This dual-focused approach ensures immediate impact while creating sustained long-term growth. Our marketing efforts are delivered through coordinated campaigns across digital, direct, and field channels, ensuring consistent branding, clear messaging, and seamless customer experience at every touchpoint. Targeted email campaigns will be deployed to our robust, opted-in database of key decision-makers across our priority segments. These campaigns will announce the contract, highlight the benefits of Sourcewell participation and contract purchasing, and include clear calls to action that drive recipients to learn more through our website. Cook's Direct supports these efforts with a dedicated Sourcewell landing page on our website. This page provides comprehensive information about Sourcewell along with details on our services and the brands available under the contract. A built-in contact form is directly integrated with our CRM platform, enabling real-time lead capture and ensuring prompt follow-up by your sales team. To amplify visibility and drive traffic to this landing page, Cook's Direct leverages paid digital advertising and retargeting campaigns. These campaigns have been refined and optimized over several years and consistently deliver strong performance, generating nearly 14,000 impressions and approximately 1,000 clicks each month. In parallel, Cook's Direct equips its sales organization with a comprehensive library of sales enablement tools to support one-to-one outreach and in-person education. These materials include Sourcewell overview documents, piggybacking one-pagers, and other resources designed to clearly explain cooperative procurement benefits and streamline the purchasing process for agencies. We will also utilize content marketing, with scheduled organic and paid posts on social media paired with articles and resources that highlight the benefits of contract purchasing to raise awareness

	sand generate interest in Sourcewell. Finally, Cook's Direct maintains a strong presence at industry tradeshow and events, participating in more than 20 targeted events annually. At each event, Sourcewell is promoted through booth signage, flyers, banners, and sales literature, reinforcing awareness and creating direct engagement opportunities with prospective members and agencies. Together, these integrated efforts ensure broad market visibility, consistent messaging, and measurable engagement, positioning Cook's Direct to effectively promote the contract and drive adoption across all targeted segments. See Attached Marketing Examples (from website, catalog, and email communication)
3. Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Cook's utilizes LinkedIn platform for social media outreach. We use this platform to engage with our partners, make notice of upcoming tradeshow, promote our services and expertise, and document the overall culture at Cook's Direct. Cook's does not utilize META advertising, but we do use Google Advertising. Our advertising consists of PLA on top products, branded terms, Sourcewell GPO partnership awareness, and promotions.
3. In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We see Sourcewell's primary role in promoting supplier contracts to be at a macro level. The more awareness and adoption of its supplier contracts the Sourcewell team can raise/establish on a State or National level, the easier it is for suppliers, like Cook's, to be successful in promoting contract usage. In general, customers are a risk averse. If individually they are unfamiliar with Sourcewell but we can show that agencies across the same state are utilizing or have adopted Sourcewell as a contract that satisfies their procurement requirements, risk dissipates. It is still no guarantee that a certain entity will purchase through the Sourcewell contract, but it becomes a viable option. At a micro level, Cook's does feel there is benefit in Sourcewell attending regional/local institution tradeshow and conferences. Sourcewell's presence does raise awareness of its available contracts with many institutions at these events. In many cases, the attendees may not even realize they are already a participating entity, able to utilize Sourcewell contracts. These efforts help all Sourcewell contract holders gain traction. Cook's has been a Sourcewell contract supplier for several years and therefore has already integrated Sourcewell into our sales process. The answer to question #26 illustrates the mechanics of Cook's sales and support team as it relates to Sourcewell. Going a bit deeper, Cook's approaches all large opportunities (those most likely to result in a published bid/RFP) with Sourcewell as a primary option given to the institution, whether or not they are currently a participating entity. Large opportunities for Cook's are generally those that involve a kitchen renovation or new kitchen location that will require equipment and supplies, typically \$100k up to several million dollars. These are particularly advantageous for the customer to utilize Sourcewell as these require an enormous amount of work with a supplier before they are even at the stage of price proposal. A customer and supplier build good rapport, trust, and understanding of the project needs during this phase. If the customer can use a Sourcewell contract for procurement, they are able to continue working with said supplier without the pain and cost of having to publish an RFP and risk product/service/scopes substitution that alter the integrity of the desired solution. Cook's also promotes Sourcewell as an option for customers that want an easier path for procurement, regardless of the dollar amount. Cook's wants to make the buying process as easy as possible for the institution, and Sourcewell contracts offer that. Both of the above scenarios are quantifiable, as in the past 2 years, Cook's has focused on growth in

	the Education sector (K-12 and Higher Ed.), where Sourcewell attributed sales have grown 68%, year over year.
4 Are your (Solution available through a Procure- ment e-commerce ordering process?	Currently, Cook's has a punchout integration for Sourcewell through Euna marketplace. This allows punchout orders to be placed within the Buy Sourcewell portal and flow back. We also have PO delivery set up to send back to us on a ready. We also have e-procurement connections set up with other government and educational entities that utilize full end-to-end automation from punchout order entry to posted invoice delivery. As an example, Cook's established a punchout system for the state of Missouri which connects to their Missouri Buy system. This allows institutions in that state to shop contracted items, place orders, and receive invoices within a system that connects their database with Cook's.
If so, describe your system(s) and provide one (1) example of how government and education customers have used the m.	

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

#	Question	Response *
4	Describe any product, equipment, maintenance, or operator training program that you offer to Sourcewell participating entities.	Cook's staff will work with participating agencies to provide equipment start-up and training, which is coordinated through the manufacturer's representative that covers the area of said participating agency. Start-up verifies correct installation of the equipment and functional training is for staff that will operate and be responsible for everyday cleaning/maintenance of the equipment. Other than in very remote areas, this service is covered by most heavy equipment manufacturers. Remote areas may have an option for this service but at an additional cost, which would be disclosed at time of quote/order. For manufacturers that do not offer this service, Cook's can often leverage local agencies to visit participating entities to do on-site basic training/maintenance with relevant staff (at no charge.)
1	Included details, such as whether training is standard or optional, who provides training, and any costs that apply.	Currently, Cook's is piloting a maintenance training program with a large heavy equipment manufacturer. This program would offer relevant staff (mainly maintenance staff) at participating agencies to be trained in repairing the equipment and be certified/authorized to complete such repairs, maintaining compliance with manufacturer standards and warranty.
4	Describe any technological advancement	Food service equipment (and supply) manufacturers' long-term success depends on the ability to incorporate new technology into their offerings. Whether that be more options for

est that your proposed Solution offers.	or ventless (no hood required) cooking equipment, broader selection of induction cooking equipment (highest efficiency), or the infusion of AI into equipment to make it smarter and more efficient, manufacturers are constantly looking for technological improvement so that they are offering to give end users a better product and experience. In turn, Cook's job is to make sure end users are aware of these offerings. As a contract manufacturer of meal serving supplies, Cook's works with input from end users to develop items that fill a 'gap' in the market or are a 'better version' of what already exists. An internal innovation team at Cook's is constantly working on new ideas for design and production, all managed in-house, and ultimately brought to market the best of those ideas. While many of these items are not technological advances, they do represent innovation in the marketplace and give end users a better option.
4 Describe any "green" initiatives that relate to your company or to your Solutions and include a list of the certifying agency for each.	Cook's offers a full line of proprietary reusable to-go food containers, called MyGo. Cook's identified the need, especially in the education market, for a better reusable container for use by students. What started as a single SKU has blossomed into more than fifteen uniquely styled SKUs. The use of one-time use (disposable) to-go containers is widespread on campuses. It is costly, both on the buy-side and the disposal side, and not a sustainable practice. While there is no special certification given to MyGo containers, it is certainly considered a 'green' initiative, as many schools that adopt these containers do so under the objective of sustainability and green initiatives.
4 Identify any third-party issued eco-labels, ratings or certification 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.	Many of the manufacturers Cook's is presenting in this offer have products designated 'Energy Star' rated. The Energy Star program is a U.S. government approved designation for energy efficiency. Under this program, states offer rebates to the end user if they purchase equipment that carries this designation. Rebate availability varies by state. More info can be found at www.energystar.gov Manufacturers are regularly updating lists of their products that carry Energy Star certification, and are available to view through the above site.
4 What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solution unique in your industry as it applies to Sourcewell part	Cook's core strength is its expertise developed over 30 years of serving institutions that need to provide high volume food services. Two industry segments have been a focus for Cook's: (1) Correctional Institutions, and (2) Education Institutions. Cook's was founded by CIA (Culinary Institution of America) graduate, and a former correctional institution food service operator/director, who not only oversaw single operations, but multiple operations for efficiency, safety, and equipment selection. After this, he spent several years in the design/build space for new correctional institution kitchens, utilizing his extensive experience on the unique challenges of this food services segment. Ultimately, founding Cook's in 1996 saw the culmination of his experiences brought forward to share his vision on what equipment, supplies, and physical layouts, were the most appropriate and successful for operators in correctional facility kitchens. His legacy and knowledge lives on with staff and current CEO, being his son. Cook's has been and continues to be the premiere equipment and supply resource for correctional food service operation

icipating entities?	s around the country. We specify and supply the right equipment build-ups and appropriate for locations supplies for this unusually demanding environment. Furthermore, Cook's has developed over 400 sku's of in-house designed and contract manufactured equipment and supplies specific for this market, available only through Cook's. As one of the key aspects of correctional food service is 'high volume done on tight timelines,' Cook's has taken its existing knowledge of such and applied it to another business segment in which such requirements align well, the education food service segment. This is Cook's fastest growing segment. Cook's knowledge of 'high volume, tight deadlines' helps us solve problems effectively for large individual elementary schools, school districts, and institutions for higher education. In turn, Cook's designs and contract manufactures proprietary items specifically for this segment, leveraging the success we have had in the correctional market doing the same. This is a unique capability and objective for Cook's that you will not find at most other distributors who prefer to only sell common available brands. As an incumbent Sourcewell contract holder, Cook's has already seen tremendous success applying its expertise to situations in which a participating entity is in need of not just a product but consult. For example, Cook's has completed three NVDOC facility kitchen upgrades totaling over \$4M where the state utilized the Sourcewell contract to make a comprehensive purchase of equipment and services. This was ideal for the state as they were able to complete the purchase with the company (Cook's) that provided all the initial consultation, recommendations, and go forward plan.
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Table 5B: Value-Added Attributes

#	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certification that your company or hub partner has obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		Yes No	Cook's does not hold WMBE or SBE certifications.
47		Minority Business Enterprise (MBE)	Yes No	Cook's is not MBE certified.
48		Women Business Enterprise (WBE)	Yes No	Cook's is not WBE certified. Cook's does partner with Woman and Veteran Owned companies: California Veteran Supply and Veterans First Supply for project quote and order requests they provide.
49		Disabled-Owned Business	Yes	Cook's is not DOBE certified.

		sEnterp rise(DO BE)	No	
50		Veteran - Owned Busines sEnterp rise (VBE)	Yes No	Cook'sisnotVBEcertified.Cook'sd oespartnerwithWomanandVet eranOwnedcompanies:CaliforniaVet eranSupplyandVeteransFirstSup plyforprojectquoteandorderreque ststheyprovide.
51		Service - Disable dVet eran- Owned Busines s (SDVO B)	Yes No	Cook'sisnotSDVOBcertified.
52		SmallB usiness Enterpri se(SBE)	Yes No	Cook'sisnotSBEcertified. ●
53		SmallDi sadvant agedBu siness(SDB)	Yes No	Cook'sisnotSDBcertified.
54		Women - Owned SmallB usiness (WOSB)	Yes No	Cook'sisnotWOSBcertified. ●

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

Provide detailed pricing information in the questions that follow below.

Question	Response *
5Describe your payment terms and accepted payment methods.	Cook'sstandardtermsareNet30Days.Participatingentitiesarewelcomet oinquireontermvariance,asnecessary.(Cook'sendeavorstomeetany participatingentitiespaymentterms,withinreason.)Cook'sacceptspayment sviacheck,creditcard,p-card,e-card,andEFT/ACH.

5 Describe any leasing or financing options available for use by educational or governmental entities.	Cook's does not offer any leasing or financing programs.
5 Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	A Cook's issued price quote to a participating entity precedes almost 100% of Sourcewell contract driven orders. Likewise, the participating entity issues a purchase order (PO) almost 100% of the time. Some exceptions do occur, typically for smaller dollar amounts where a credit card/p-card is utilized in lieu of a PO. While Cook's quoted documents list general Terms and Conditions (T&C), it is incumbent on Cook's to accept (or negotiate) the T&C's issued with PO from a participating entity. See attached order, quote, and invoice examples.
5 Do you accept the P-card/credit card procurement and payment process? If so, list here any additional cost to Sourcewell participating entities for using this process?	Cook's does accept cards for payments, including credit cards, p-card, and e-card. Cook's standard policy is to add a 3% fee for card transactions over \$1000. Customers that have T&C contrary to this policy are welcome to negotiate this with Cook's.
5 Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list price 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.	Cook's pricing model is represented by a discount percentage off manufacturer suggested retail price (MSRP), informally referred to as 'List Price.' All manufacturers in Cook's price model pages show this discount off list price (MSRP) as a percentage. The dollar amount after discount percentage is applied represents the purchase price for a participating entity. This price is also the 'ceiling' price. Additional discounts may be available depending on overall volume needed, time constrained incentives offered by certain manufacturers, and applicable Energy Star rebates that may apply. (These are addressed on an individual basis.) Cook's will never offer a lesser (worse) discount than is stated in the price model to a participating entity. Some manufacturers that primarily provide custom fabrication do not have a published MSRP list. These are typically manufacturers of hood ventilation systems, walk-in coolers/freezers, and custom stainless steel fabrication. As these items are entirely custom in size, material, and specs, the MSRP for the configuration being quoted will be provided at time of quote, and discount off MSRP Cook's provided in the pricing model pages will be applied. See Attached Price Documents. For Categories AK-12 School Entities and B Non-K-12 Entities, both priced documents include spreadsheets with manufacturer brands, corresponding lined descriptions and MSRP discount percentages. Additional tabs provide manufacturer SKU spreadsheets with MSRP Prices and discounts and Cook's proprietary SKU sheets with Cook's Brand and FS E Line MSRP Prices and discounts.
6 Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state it	All manufacturers in Cook's pricing model, contained herein, will have a leasing discount percentage listed. This discount % is applied to the MSRP and represents the dollar that is subtracted from the MSRP. So, MSRP minus discount dollars will result in the price. Example; Manufacturer discount listed is 40%. MSRP on an item is \$12,000. Discount is \$4800. Resulting Sourcewell participating entity price \$7200.

he percentage or percentage range.	
6 Describe any quantity or volume discounts or rebate program that you offer.	Cook's does not provide a set volume discount by manufacturer. At time of quote request, a participating entity may inquire on availability of additional discount for volume. Likewise, Cook's may present that option to a participating entity, based on time bounds special programming a manufacturer may have in place.
6 Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Requests from participating entities on manufacturers not listed in Cook's proposal (open market) will be on a case-by-case basis, via a written quote. Cook's will typically offer functionally equivalent options (in quality and function) from manufacturers listed in Cook's proposal but will ultimately defer to the participating entities' brand requirements. For equipment that offers optional features, Cook's will apply the same discount off MSRP provided in our price model to such features. (The primary exception to this is additional term warranties which are not discounted by manufacturers to Cook's. These will be provided at cost, as a value-add to participating entities.) Additional services such as design, installation, and project management are offered to participating entities as a value-add service. These are quoted as a case-by-case depending on specific needs.
6 Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, setup, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pricing not included in the contract cost are pre-delivery inspection, inside delivery, uncrate and set in place, set-up, installation or final inspection. If requested, Cook's will coordinate with a local authorized manufacturer service agent to provide this service and price quote to the participating agency. Some manufacturers include start-up and training in their pricing and Cook's will state this in the contract quote and pass thru to the customer. Extended warranties are typically an additional cost. Any terms or pricing not explicitly stated in the contract quote request are not included.
6 If freight, delivery, or shipping is an additional cost to the Source or participating entity, describe in detail the complete freight, shipping, and delivery program.	Cook's will provide shipping/freight cost in each quote to a participating entity. In cases where freight cost is covered by the manufacturer (varies by order amount, by manufacturer), Cook's will pass that along to participating entity, and make note of such in quote. Additional delivery requirements (i.e. inside delivery, uncrate and set-in-place, expedited delivery, etc.) will be included in the shipping/freight cost in quote to participating entity. Any damage or missing items are to be declared in writing on the applicable BOL by participating entity receiver at time of delivery, if the delivery is accepted. Cook's utilizes UPS and FedEx for most small packaged delivery, negotiates with such providers at regular cadence. For LTL shipments, Cook's distribution center manager quotes out case-by-case required service to multiple providers, securing best value option for end user.

6 Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any off shore delivery.	Cook's offers several delivery options to Hawaii and Alaska. Due to higher cost of shipping to these states, Cook's Distribution Center Manager will solicit rates from several providers to find the best option. Cook's sales staff and Distribution Center Manager will work with prospective Canadian customers and their respective freight brokers for best value shipping.
6 Describe any unique distribution, delivery, and/or deployment methods or options offered in your proposal.	If a customer ordering equipment is also having Cook's arrange installation, equipment can many times be sent direct to the local installer's location, who will receive, store, prep, and bring equipment to site for installation, eliminating need for end user to receive and store equipment. This service is readily available in most metropolitan areas but may be limited in more rural areas. Service can be confirmed during quote process. Cook's also works with a national 3PL outfit, with storage and distribution locations across the U.S. This can aid in the consolidation/staging of oversize items and multiple pieces of equipment for large scale replacement projects. Cook's can also arrange for inside delivery, as needed by end user.
6 Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Cook's dedicated sales representatives and sales support team provide quotes, and enter orders, for Sourcewell participating entities. Our ERP system allows us to designate quotes/orders as attributed to 'Sourcewell'. System pricing as well as a share point workbook with Sourcewell's specific discounts by manufacturer are all accessible to the staff that prepare these quotes and orders. Quotes and orders are reviewed to ensure Sourcewell contract quotes and orders are priced at (or better) than the contract price.
6 If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	As an incumbent Sourcewell contract holder, Cook's already tracks quote and sales metrics to participating entities. Our ERP, CRM, AutoQuotes (industry specific quoting software), and PowerBI reports are all utilized in this effort. Some items that are regularly monitored include: Sourcewell member quote totals by month, Sourcewell member order and invoice totals by month, new inbound Sourcewell leads by month (with respect to channel by which they arrive), success/conversion rate, response to Sourcewell's specific marketing outreach, and running total of customers that make purchases utilizing Sourcewell contract. These are looked at in aggregate and also by segment: general government, corrections, and education (both K-12 and higher education). Data can indicate success as well as shortcomings, both which are used by the sales team and marketing to replicate success as well as address opportunities for growth. Our sales representatives have become adept at informing non-participating entity government customers the benefits of utilizing Sourcewell, with both general contract knowledge and information as well as conveying the successes of other customers who have benefitted by utilizing the contract.
6 Provide a proposed Administrative 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 Parti	Cook's will pay a 1.25% administrative fee to Sourcewell which shall apply to all payments received by Cook's Direct for contract orders. The total administrative fee will be based off the quarterly calendar usage report. This will be paid no later than the 15th calendar day of the month immediately following the end of the calendar quarter. Cook's will pay by company check or ACH transfer and will be identified with the contract number on correspondence.

icipatingEntitiesutilizingthisAgreement.TheAdministrativeFee will be calculated as a state d percentage, or flat fee as may be applicable, of all completed t ransactions utilizing this Mast er Agreement within the prece ding Reporting Period defined i n the agreement.	
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Table 6B: Pricing Offered

#	The Pricing Offered in this Proposal is: *	Comments
7	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 as good or better than what is offered to individual municipalities, schools, or universities. It is the same or better as other currently held state or cooperative contracts. Sales Representatives may be able to offer additional discounts at the time of the quote. (Based on volume or seasonal manufacturer incentive programs).

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

#	Question	Response *
7	Provide a detailed description of the depth and breadth of all the Solutions offered in the proposal.	Cook's Direct will provide a wide variety of heavy duty kitchen equipment including: shelving, pan racks, food carriers, meal transport carts, tray transport carts- heated and ambient, beverage dispensers, water coolers, utility carts, security cages, microwaves, food cutters, food processors, meat slicers, ice machines, ranges, griddles, tilting skillets, steamers, steam kettles, warming cabinets, serving tables, reach in refrigerators, reach in freezers, ovens- single and double deck, tray assembly lines, dishwashers, sinks, disposers, work tables, and faucets. Cook's Direct will provide Smallwares including: Serving trays and lids, bowls, flatware, tumblers, portion servers, dishers, knives, tool corks, knife releases, cutting boards, turners, tongs, pastry brushes, hotel whips, serving spoons, colanders, skimmers, ladles, china caps, mixing bowls, pancake dispensers, kettle tools, bakers measures, measuring cups & spoons, ice scoops, thermometers, can openers, scales, stock pots, sauce pots, fry pans, sheet pans, muffin pans, roast pans, cake markers, steam table pans, dish racks, oven mitts, aprons, pan grabbers, dish gloves, aprons, storage containers and ingredient bins. Beyond the commercial kitchen equipment and supplies already outlined, Cook's also offer on-site consulting and evaluation, design, and installation services. These services are being outlined and quoted to a participating entity on an as-needed basis. In general, on-site consultation is subject to a per-

	diem charge (varies by location) and is generally reserved for entities planning a large-scale equipment replacement project. Design services can be as simple as providing a la carte design drawing (charge per hour), or as complex as a full kitchen redesign, which would include a full floor plan and elevation view drawings. More comprehensive design services beyond those mentioned are also available after a phone consultation. All design services are quoted case-by-case to the participating entity. Installation services are also offered through Cook's. A well-defined scope of work is required and varies greatly from job to job. That said, a phone consultation is required to dial in the scope of work, resulting cost proposal is given to the participating agency. Again, installation costs are determined on a case-by-case basis.
7 Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	DINING SUPPLIES: Buffet Service, Beverage and Bar Supplies, Dinnerware, Serving Ware, Tabletop Accessories, Food Trays, Flatware, Tumblers Cups and Mugs, Meal Serving, Plates and Bowls, Flatware, Cups and Mugs, Meal Trays EQUIPMENT: Heated and Holding Cabinets, Steam Tables, Food Prep Equipment, Commercial Mixers, Cooking Equipment, Convection Ovens, Kettles, Braising Pans and Tilt Skillets, Steamers, Warewashing Equipment, Work Tables, Ice Making Equipment, Ice Machines, Broilers Griddles & Grills, Food Processors, Booster Heaters, Food Warmers, Crepe Griddles, Commercial Dishwashers, Concession Equipment, Specialty Equipment, Beverage Equipment, Milk Dispensers, Ranges, Fryers, Commercial Toasters, Refrigeration and Freezers, Refrigerators, Blenders, Refrigerated Chef Bases, Refrigerated Merchandisers, Worktop Refrigerators, Freezers, Disposers, Coffee Makers, Hot Water Dispensers, Commercial Slicers, Walk-In Refrigerators, Commercial Can Openers, Commercial Microwaves, Ice Bins, Dishwashers, Milk Coolers, Rice Cookers, Tea Brewers, Mobile Bars, Bakery Ovens, Salad Spinners & Dryers JANITORIAL SUPPLIES: Sinks and Faucets, Hand Sanitation, Miscellaneous Maintenance, Hoses and Nozzles, Restaurant Chemicals, Floor Cleaning Equipment and Supplies, Trash Cans and Trucks, Floor Matting, Fans, Scrub Brushes & Pads, Material Handling KITCHEN SUPPLIES: Warewashing Supplies, Products, Pizza Supplies, Cookware, Kitchen Prep Utensils, Cutting Boards, Kitchen Scales, Thermometers and Timers, Professional Knives, Baking Supplies and Pans, TSG Smallwares, Utensils, Storage & Transport, Apparel, Sheet Pans & Steam Table Pans, Kettle Tools and Accessories, Personal Protective Equipment, Disposables, Correctional Kitchen Supplies, Portion Control, Hotel Pans and Food Pans, Food Pans and Hotel Pans, Security & PPE, Janitorial & Warewash, Cookware & Bakeware, Trays Flatware & Mugs STORAGE & TRANSPORT: Food Storage Shelving, Food and Beverage Transport, Pan Carriers, Insulated Delivery Bags, Dish Caddies and Dollies, Carts, Racks and Accessories, Pan Racks, Storage Racks, Food Storage Containers and Accessories, Beverage Dispensers, Furniture, Tray Drying Racks, Ice Transport, Tray Transport, Correctional Storage and Transport
7 Describe how your company will handle supply-chain issues, product	Supply-chain issues are inevitable, it's how to manage around them that can make the difference. Our operation team gives weekly updates on manufacturers that are experiencing long lead times on specific items and giving the sales team options from other manufacturers.

uct substitutions, and special order products.	items with functionally equivalent items. Product substitutions start as a recommendation. It is imperative that all parties agree on a substitution before such takes place, as there must be transparency in price, function, and quality. Special order products are generally classified as such due to color, build-up (added features), or special utility requirements. These are all handled just like regular orders but with special attention to the required attributes needed. One other category of 'special order' would be custom fabrication, typically stainless steel (i.e. custom-sized work tables, sinks, etc.). In these instances, customers go through a consult with Cook's to define the size, shape, and material. Cook's works with the custom fabricator to produce shop drawings with detailed specifications, that then require review and sign-off by the end user, to ensure all parties agree on end product. There is no additional charge for this process.
7. Describe your design service offering, if available. Associated costs/fees must be clearly identified in your pricing proposal.	Cook's in-house design services drawings (CAD/REVIT) may include floor plan view, elevation views, equipment schedule, plumbing and electrical equipment schedules, and 3D renderings. Since requirements vary greatly by job, a consultation between Cook's designer and end user is required to develop a scope of work and time required. Cost for design is determined on a case-by-case basis, depending on deliverables required. That said, there is no cost associated with a consultation between Cook's designer and end user. No action on services is implied until Cook's and end users agree upon cost for proposed services.
7.5. Describe your installation process and how it is managed from product order to completion.	The following is the general overall process for sales that require installation of food service equipment. While some installations may be quite simple and only involve a couple of the steps below, other may require all ten steps: (1) Project Understanding—The end user and Cook's associated discuss the high-level needs, both the equipment and services needed to achieve the end user's goals. (2) Pre-Visit Call—Cook's team and end user's team engage in a conference call to reiterate details from the 'Project Understanding' step. All stakeholders are identified and their individual concerns are heard. Based on resulting preliminary scale and scope of the work, a determination is made on whether a non-site evaluation is needed. (3) On-Site Evaluation—Cook's representative/s go on-site to 'walk the space' and gather additional information on site conditions, draw the space, and make notes on special considerations (i.e. utilities available, structural challenges, operational workflow, etc.). (4) Initial Proposal—Cook's gathers all data and incorporates this into a comprehensive proposal that includes equipment recommendation, installation scope of work, and timelines. (5) Revisions—After end user reviews proposal, any changes or clarification needed are addressed. (6) Final Proposal—This version incorporates any changes as a result of step five. (7) Ordering and Scheduling—All equipment is ordered and installation date is confirmed to coordinate with equipment ready dates. Many times, equipment goes to install to deliver, other times it goes direct to end user, with installer coordinated to receive goods on delivery date. (8) Installation Monitoring—Cook's monitors progress of installation directly with installation team throughout the process, making sure scope of work and timelines are adhered to. (9) Punch List—Typically end user will perform a site walk-through with installer to identify any issues. Cook's works with installation team and end user to address these issues. (10) Training and Documentation—Cook's will coordinate on-

		site training of installed equipment with local manufacturer representatives and the end user. Cook's can also provide any additional information end user may need, such as a specifications sheet booklet with manufacturer warranty info as well as owners manuals, etc.
7	Describe how you provide repair and services support for Solutions offered under 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.	Service/repair requests are typically initiated by the end user experiencing an issue with equipment function or performance. The following is typical of the process. (1) Customer contacts Cook's expressing need for service (2) Cook's gathers best information available specific to the issue from end user, including the make, model, and serial number of the equipment in question. Serial numbers are critical to determine age and specific build up of the equipment. (3) Local authorized manufacturer service agent is contacted and given the nature of the issue, along with the equipment description, make, model, and serial number. At this point, equipment warranty coverage is determined (by age). (4) End user is contacted directly by the engaged service agent to determine date and time for a non-site inspection/evaluation to occur. (5) Cook's and end user are informed of service agent's finding. Cook's is given a price for labor and materials required, by service agent, considering any portion that may still be covered under manufacturer's warranty. Proposal is sent to end user for review. (6) After end user agrees to proposal and issues a PO for service, Cook's confirms date and time for service to be completed, in conjunction with end user. (7) Service is completed by agent, with statement of completed work and applicable labor or warranty. (8) Cook's confirms with end user service is complete and item is operational.

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

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

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

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

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

#	Category or Type	Exclusions	Offered	Comments
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7 Commercial- 7 grade kitchen and food service equipment and appliances.		Y e s N o	Cook's offer includes a comprehensive list of categories of commercial food service equipment and supplies, across 171 of the industry's premier manufacturers for these categories. The manufacturers Cook's has chosen is based on years of experience working with the education segment and knowing what manufacturers product offer the best value and comprehensive solution.
7 Components, accessories, and parts for the commercial- 8 grade equipment and appliances described above.		Y e s N o	Cook's offer includes components and accessories for all categories of equipment and supplies. Replacement parts are offered, but on a case-by-case basis that require a quote independent of the discounts Cook's offers in discount off MSRP Attachment. This is because some parts are available manufacturer direct and some are only available through national parts distributors. Manufacturers and national parts distributor have separated discounting structure for replacement parts. Cook's works both channel to secure best solution for customers, whether that be price or shortest available lead time.
7 Food service small wares, tools, dispensers, supplies, and furnishing 9 s directly related to and supporting the proposer's offered solutions in line 77 and 78 above.		Y e s N o	Cook's offer includes small wares, tools, dispensers, supplies and furnishings, as requested
8 Equipment- (related services directly related to the acquisition, installation, operation, servicing, and upkeep of the proposer's offered solutions in line 77 and 78 above, including design, installation, removal, disposal, inspection, repair, maintenance, training, and support.	Services excluded from this solicitation include general construction, remodeling, and building systems work (including electrical, plumbing, HVAC, and hood or fire suppression systems), except as incidental and necessary to install or service the offered equipment.	Y e s N o	Cook's offer extensive equipment-related services: (1) A full chart of design service, from basic to comprehensive, (2) installation—from our in-house team to contracting authorized manufacturers service/install agents across the country (both which include options for removal, disposal, inspection, repair, and training), (3) Cook's expert staff as a consultant on any issue a customer may encounter with a specific piece of equipment.

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

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

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

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



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

#	Category or Type	Exclusions	Offered	Comments
81	Commercial-grade kitchen and food service equipment and appliances.		Yes	Cook's offer includes a comprehensive list of categories of commercial food service equipment and supplies, across 171 of the industry's premier manufacturers for these categories. The manufacturers Cook's has chosen is based on over 25 years of experience working with the institutional government segment, specifically starting out by selling to the tough correctional market. Cook's understands what manufacturer product offer the best value, quality, and comprehensive solutions for these demanding kitchen environments.
82	Components, accessories, and parts for the commercial-grade equipment and appliances described above.		Yes	Cook's offer includes components and accessories for all categories of equipment and supplies. Replacement parts are offered, but on a case-by-case basis that require a quote independent of the discounts Cook's offers in discount off MSRP attachment. This is because some parts are available manufacturer direct and some are only available through national parts distributors. Manufacturers and national parts distributor have separated discounting structure for replacement parts. Cook's works both channels to secure best solution for customers, whether that be price or shortest available leadtime.
83	Food service smallwares, tools, dispensers, supplies, and furnishings directly related to and supporting the proposer's offered solutions in line 81 and 82 above.		Yes	Cook's offer includes smallwares, tools, dispensers, supplies and furnishings, as requested.
84	Equipment-related services directly related to the acquisition	Services excluded from this solicitation include general construction,	Yes	Cook's offer extensive equipment-related services: (1) A full chart of design service, from basic to comprehensive, (2) installation—from our in-

on, installation, operation, servicing, and upkeep of the proposer's offered solutions in line 81a and 82 above, including design, installation, removal, disposal, inspection, repair, maintenance, training, and support.	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.	s N o	house team to contracting authorized manufacturers service/install agents across the country (both which include options for removal, disposal, inspection, repair, and training), (3) Cook's expert staff as a consultant on any issue a customer may encounter with a specific piece of equipment.
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Table 8: Exceptions to Terms, Conditions, or Specifications Form

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ 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](#) - Cook's Direct Pricebook Discounts and SKU Lists Non-K-12 Entities Final (2).zip - Monday April 06, 2026 16:24:58
- [Financial Strength and Stability](#) - Cook's Direct Financial Documents.zip - Friday April 03, 2026 14:50:46
- [Marketing Plan/Samples](#) - Cook's Direct Marketing Examples.pdf - Monday April 06, 2026 16:26:27
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Cook's Direct Standard Transaction Document Samples Final.zip - Monday April 06, 2026 16:30:08
- 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 Sourcwell 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 Sourcwell.

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. - Teri Teclaw, Contracts Manager, Cook's Direct Inc.

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



Yes



No

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

Bid Document.

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pag es
Addendum_2_Commercial_Kitchen_RFP040726 Thu March 19 2026 11:57 AM	☒	1
Addendum_1_Commercial_Kitchen_RFP040726 Thu March 12 2026 03:02 PM	☒	2