

**MASTER AGREEMENT #040726****CATEGORY: Commercial Kitchen Equipment with Related Supplies and Services****SUPPLIER: Trimark USA, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Trimark USA, LLC, 9 Hampshire Street, Mansfield, MA 02048 (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

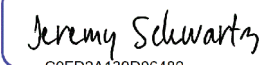
of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include,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

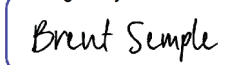
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of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

Sourcewell

Trimark USA, LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/7/2026 | 12:19 PM CDT _____

Signed by:

9071E7DAF8584DA...
By: _____
Brent Semple
Title: General Counsel
Date: 7/7/2026 | 12:45 PM EDT _____

RFP 040726 - Commercial Kitchen Equipment with Related Supplies and Services

Vendor Details

Company Name:	Strategic Equipment, LLC
Does your company conduct business under any other name? If yes, please state:	Trimark USA
Address:	2801 S Valley Parkway, Suite 200
	Lewisville, Texas 75067
Contact:	Kathy Drew
Email:	kathy.drew@trimarkusa.com
Phone:	508-243-3463
Fax:	469-240-7253
HST#:	62-1808341

Submission Details

Created On:	Tuesday March 17, 2026 13:01:49
Submitted On:	Tuesday April 07, 2026 14:46:51
Submitted By:	Kathy Drew
Email:	kathy.drew@trimarkusa.com
Transaction #:	5754bb9e-7bf2-4511-bcf3-f53abb250a1d
Submitter's IP Address:	10.13.1.13

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.	TriMarkUSA, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Adams-Burch, LLC Chefs’ Toys, LLC Hockenbergs Equipment and Supply, LLC R.W. Smith, LLC S.S. Kemp & Co., LLC TriMark Marlinn, LLC TriMark Raygal, LLC TriMark United East, LLC Gill Group, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	641S7	*

5	Provide your NAICS code applicable to Solutions proposed.	423440	
6	Proposer Physical Address:	9 Hampshire Street, Mansfield, MA 02048	*
7	Proposer website address (or addresses):	Trimarkusa.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Brent Semple General Counsel 9 Hampshire Street, Mansfield, MA 02048 Brent.Semple@trimarkusa.com 774-225-8505	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kathy Drew Vice President 9 Hampshire Street, Mansfield, MA 02048 kathy.drew@trimarkusa.com 508-243-3463	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matthew Harlan VP Contract Sales 2801 S Valley Pkwy Ste. 200, Lewisville, TX 75067 matthew.harlan@trimarkusa.com 720-937-1148	*

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

#	Question	Response *
1	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	TriMark USA is a leading national provider of food service equipment, supplies, designs, services, and lifecycle support. With roots dating back 128 years, TriMark has grown through strategic expansion and acquisition into a nationwide platform serving a diverse food service segmentation. We pride ourselves on being matter experts for independent restaurants, national chains, regional groups, hospitality, healthcare, education, B&I and other institutional food service customers. TriMark delivers end-to-end solutions, including kitchen design, equipment procurement, distribution, and service, enabling customers to streamline operations and manage their food service environments more effectively. TriMark is your one-stop shop for all things Food Service Equipment and Supplies.

	TriMark's business philosophy is centered on being a trusted, long-term partner. By combining industry expertise, with practical execution, TriMark can help customers improve efficiency, control costs, and drive performance. This approach is guided by core values including integrity, accountability, customer focus, and operational excellence, and is supported by more than 100 combined years of industry knowledge across our divisions and diverse customer segments. Our longevity is well documented and we're not stopping there. You'll see examples of the TriMark dedication and eagerness to continue to drive value for your customers and yours. Please see the attached walk-through TriMark FE&S dealer of the year article of the beginnings of United Foodservice and the introduction of our affiliates.
1 What are your company's expectations in the event of an award?	Our position as an incumbent supplier in this category affords a unique perspective into the purchasing trends of Sourcewell members and allows us to better identify opportunities for measurable growth. We intend to build on the foundational business we've established over the previous years as a trusted Sourcewell supplier by increasing our offering to include new product categories, consultative design capabilities, and service. We are already seeing a significant rise in quoting and customer interaction with our new 2025 deployment focus and the onboarding of four divisional affiliates. This has enhanced not only our responsiveness to Sourcewell members in their respective markets but also our ability to anticipate their individual needs in a more proactive fashion providing more white glove service and customer satisfaction. With this new award, we look forward to growth in new segmentation alongside Sourcewell via IGSA. We are eager to begin our vendor engagement and networking initiatives with our administrator Jim Bensen. We believe that there are some great synergies and opportunities to offer further resources and advantages to members using our programs. TriMark is expecting to grow this business 20% in 2026 and believes we have the right people, relationships and resources to do it.
1 Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DONOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFY	TriMark USA is largest Foodservice Equipment and Supplies Company in North America with more than with \$2.2B in revenue in 2025.. Please see the attached for financial information.

FIABLEINFORM ATION.	
1 TellusyourUSmar 4 ketshareforyourpr posedSolutions. OR,providethenu mberofUSEducati onandGovernme ntentitiesyouhave servedoverthepas tthree(3)years,yo urretentionrates,a longwiththetotaln umberofstateswh ereyouhavemade sales.	202320242025 TriMark\$2,200.00\$2,375.00\$2,271.00 TotalMarket\$14,507.51\$15,653.22\$15,736.89 Share%15.2%15.2%14.4% Source:FESDistributionGiantsReporting2023- 2025,valuesinMillions.2026Reportwillnotbeavailableuntilmid-April
1 TellusyourCanadi 5 anmarketsharefor yourproposedSol utions. OR,providethenu mberofCanadian EducationandGov ernmententitiesyo uhaveservedovert hepastthree(3)ye ars,yourretentionr ates,alongwiththe totalnumberofpro vinceswhereyouh avemadesales.	OurcurrentpositioninCanadaisexploratory.AlthoughwehavedonebusinessinCana da;wedonotyethavethefullinfrastructuretosupportitingreaterscale.However,untils uchtime,TriMarkwouldbequitehappytodiscussanyopportunitywithSmallwaresorE quipmentinTheCanadianMarket.
1 Discloseallcurrent 6 andcompletedban krruptcyproceedin gsforProposerand anyincludedpossi bleResponsibleP artywithinthepast sevenyears. Proposermustpro videnoticeinwritin gtoSourcewellifite ntersabankruptcy proceedingatanyi meduringthepend encyofthisRFPev aluation.	N/A-ThisisnotapplicabletoTriMark.
1Howisyourorganiz	TriMarkUSAisbestdescribedasadistributor/dealer/resellerwithintegratedserviceec

7. What best describes your organization, either a) or b)? a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals you employ, or the employees of a third party?	capabilities, sourcing products from a broad network of leading manufacturers and delivering them through a national distribution platform. We like to say that TriMark is a National company but executes with an expansive network of divisional hubs and warehouses in local markets. TriMark maintains established relationships with its manufacturing partners and is authorized to distribute the products offered as part of its solutions portfolio. Its operating model combines the purchasing strength and scale of a national distributor with local market execution through its regional divisions. TriMark's network is company-owned and operated, supported by its internal sales, design, and service teams, with supplemental use of qualified third-party subcontractors where appropriate for installation and specialized services. Written manufacturer authorizations can be provided upon request for specific product categories included in this RFP. TriMark could also be recognized as a "manufacturer" as it relates to our Private Label Brands and products. Our Premier Collections, Culinary Essentials and Kintera Equipment are represented within the Sourcewell program. TriMark sources all products for our Private Label Brands both domestically and via importing. So, although TriMark doesn't actually manufacture these items, we would be recognized as the source for them. Please see the attached information on our Private Label offering.
8. 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).	TriMark maintains all licenses, registrations, and certifications required to provide the products and services contemplated by this RFP and operates in compliance with applicable laws and regulations. TriMark engages qualified third-party partners and subcontractors that maintain appropriate credentials for their respective services. If any additional licenses or certifications are required for a specific transaction or jurisdiction, TriMark will obtain or engage appropriately licensed subcontractors as needed on a transaction-by-transaction basis.

actorsthatyouuse) inpursuitofthebusinesscontemplate dbythisRFP.	
19 Discloseallcurrent andpastdebarmentorsuspensions forProposerandanyincludedpossibleResponsiblePart ywithinthepastsevenyears. ProposermustprovidenoticeinwritingtoSourcewellifit entersadebarment orsuspensionstat usanytimeduringthe dependencyofthis RFPevaluation.	TriMarkrepresentsthatithasnotbeensubjecttoanydebarmentorsuspensionwithinthe pastseven(7)years.TriMarkfurtheragreestoprovidepromptwrittennoticetoSource wellintheeventthatitbecomessubjecttodebarmentorsuspensionatanytimeduringthe dependencyofthisRFPevaluationprocess.
20 Describeanyrelevant industryaward orrecognitionthat yourcompanyhasreceivedinthepastfiveyears.	AsTriMarkiswell-regardedintheFoodserviceIndustry;wehavehadthepleasureofbeingrecognizedfor manytypesofawards.Asyou'llnote,wehavewonnational,regionalandlocalawardsfor manydifferentaspectsoftheservicesandproductsweprovidedforourcustomers.However,ourmostvaluedrecognitioncomesfromourcustomersdirectlywithsimpleaccoladesandreferencetheyprovidewhentheyrecommendustotheircolleaguesandbusinessassociates. *NationalAccountsSegment:BojanglesVendoroftheYear *Coop-BuyingGroupClassification:ChoicePartners'TopPerformerof2024. *StateOrganizations:TriMarkUnitedEast,MassRestaurantAssociationdealeroftheyear2025 Please seetheattachedforadditional examples.
21 Whatpercentageofyoursalesweretothegovernmentalsectorinthepastthreeyears?	Source:EnterpriseDataLakeReporting2023-2025,valuesinMillions. 2023 2024 2025 TriMarkTotal\$2,200.00\$2,375.00\$2,271.00 Government\$32.33\$29.60\$28.55 Education\$113.79\$106.65\$83.66 GovtShare1.5%1.2%1.3% EducationShare5.2%4.5%3.7%
22 Whatpercentageofyoursalesweretotheeducationsectorinthepastthreeyears?	Source:EnterpriseDataLakeReporting2023-2025,valuesinMillions. 2023 2024 2025 Education-GOVT\$113.79\$106.65\$83.66 Education-OTHER\$11.98\$14.80\$15.82
23 Listallstate,coope	TriMarkhassuccessfulrelationshipsacrossseveralcooperativepurchasingagencie

3 brative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?	s. Of course, we are an incumbent with Sourcewell and E&I. We also have relationships with Buy Board and Choice Partners totaling \$106,698,855.70 across 23, 24 and 2025. Please see the slides detailing further breakdown of those sales dollars..
2 4 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?	TriMark Gill Group, Inc., TriMark affiliate company, holds a GSA contract. There are no standing offers, nor SOSA aligned with Gill or any TriMark affiliate. Please see attached for detailed GSA information from TriMark Gill. No SOSA to report. That is a Canadian govt procurement vehicle (similar to the US GSA). Not our swimlane.

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 *	
Wantagh Schools	Elaine Cunningham	516-765-4146	*
Auburn University	Glenn Loughridge	334-884-8504	*
Georgia Tech	Danielle Smirle Dunigan	470-494-4018	*
Georgia Department of Corrections	Freddie Armstrong	404-295-8837	
Glen Cove Schools	Theresa Kahan	516-801-7030	

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	Sales force (see instruction above).	TriMark is the leading Food service E&S brick and mortar employer in the US with more than 2800 employees. Our knowledgeable and experienced sales force is more than 600+ strong and in every state. Our national execution model is centered around our expansive network of divisions, warehouses, and Innovation Centers across the country. All of that is beneficial, however, TriMark wa

	nted to launch a more intimate approach to this contract to gain better adoption and growth. We are focused on helping the customer drive their compliance via contract utilization and securing the quality goods and services they are seeking. In 2025, we added additional (5) divisions where present 22 additional states. Although our Account Executives and Contract Sales Execs can travel, we know that the best relationships are local market when you can be present with a customer. We also wanted to take the opportunity to educate and train these sales professionals with the Sourcewell team. It's not just these 55 salespeople as they have an entire support system ready to provide first-class service. This approach has opened up 30% more quoting activity for TriMark. We use the agency list, request volume information through our administrators and seek new networking opportunities through academies. We do have segment matter experts in K-12 and Prisons as examples. Eventually we would like to deploy them to all divisions but we are not quite there yet. We are hopeful with this award that we can onboard the next wave of TriMark Divisions. The contract currently has TriMark Strategic, Adams-Burch, LLC, Gill Group, LLC, TriMark Raygal, LLC and TriMark United East, LLC all represent ed in the program with more to come. Sales/Service Overlap: The overlap is only from a sales perspective is a strong overlap, as our Sales Account and Contract Sales Execs will work with the service or rental team to facilitate an agreement for a customer.
2 7 Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	TriMark's affiliated divisions, as referenced in our current Sourcewell contract, are the authorized executor of this business. However, to accommodate specific, complex, or unique customer situations within the scope of the agreement, TriMark may contract with support partners, including: 3PL (Third-Party Logistics), Third-Party Installers/Technicians, Fabricator and millwork providers. These contracted entities may deliver products directly to the customer as part of the total project solution.
2 8 Service force (see instructions above).	This area is one of TriMark's most important expansion initiatives. Currently, we offer a standard service repair contract and hourly rate based on a number of factors including the number of units, cooking vs refrigeration and the unique requirements of the unit. We cater the contract to the unique needs of the facility which can include: emergency service, equipment evaluations, reviews for budgeting, # of responses and preventative maintenance. Our TriMark in-house service territories include Alabama, Georgia, Florida, and Texas with a fleet of over 122 vehicles. We also have limited coverage, mainly in refrigeration, in 10 other local market territories across the country and growing. We have added a competitive hourly rate to our Sourcewell RFP for the first time!!! TriMark also partners with authorized service agencies, and/or manufacturer direct techs, within neighboring states for both in and out of warranty service repairs as well as installation. Please note that TriMark is a proud member of the Commercial Food Equipment Service Association (CFESA).
2 Describe	TriMark affiliated divisions, as listed on the Sourcewell contract, will be responsible for all quoting, o

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our response-time capabilities and commitments, as well as any incentives that help you provide services.	usion. This could also mean hosting a customer-facing team, call, dispatching a TriMark support person to the facility or securing a manufacturer contact to the location post-haste. There are additional means to reach out to TriMark through the TUSA website, our TriMark 800#, local divisional general service mailbox and of course via the Sourcewell website. Our initial intention is to confirm or acknowledge receipt of a request within 24 hrs. We will likely not be able to solve an issue in that time but we expect to provide some level of investigation or resolution within 48 hrs. If that is not reasonable given the circumstances then a timeline and commitment to respond must be provided. We also keep our Sourcewell Administrators in the "know" with any concerns both for awareness and support. This happens infrequently but it is important that all parties are notified. To obtain our goal of providing the highest level of customer service and support, Strategic employs a team approach. The primary client contact is the Sales Executive or Account Manager assigned to the customer. To facilitate order fulfillment, the Sales Executive will assign a Project Coordinator or inside sales professional to assist with order placement, tracking of shipments, and other administrative functions. If the size of the project warrants additional resources, an on-site Project Manager will be assigned to assist with tracking and scheduling shipments and coordinating installation of the equipment, working in cooperation with the customer's general contractor and subcontractors. This team approach provides for the flow of shared information so each team member can provide timely and responsive updates and information to the customer regarding the project.
3 Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	TriMark USA has the capability and structure to support Sourcewell participating entities nationwide through a coordinated network of company-owned divisions and dedicated account teams. Each market is supported by designated Sales Executives and account managers who are trained on the Sourcewell program and serve as the primary point of contact, ensuring consistent execution and local responsiveness ensuring consistent execution and local responsiveness, with service capabilities supported through a combination of internal and partner resources depending on market. TriMark has aligned its operating divisions under a unified contract structure to provide seamless national coverage, supported by centralized coordination to facilitate onboarding, compliance, and program utilization. TriMark also brings extensive experience serving institutional food service customers—including education, healthcare, and corrections—both independently and through cooperative purchasing programs. TriMark is committed to supporting Sourcewell as a long-term channel and continues to invest in internal alignment and resources to enhance service delivery. The Sourcewell contract enables participating entities to streamline procurement while maintaining compliance, allowing TriMark to focus on delivering responsive service and building long-term customer relationships.
3 Describe your ability and willingness to provide your products and services to Sourcewell participating entities	TriMark currently supports limited business in Canada through longstanding national account relationships and is evaluating opportunities to expand its presence in this market. While TriMark is not presently structured to serve as the importer of record, we are able to support Canadian participating entities on a case-by-case basis. For these transactions, TriMark utilizes third-party partners, such as freight forwarders or import/export service providers, to facilitate cross-border logistics and customs requirements.

	sinCanada.	
3 3	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A We have limited service in Canada, HI and Alaska due to freight related limitations. However, freight forwarding support can be deployed.
3 4	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and therefore so forth is.	N/A
3 5	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Freight related costs would apply but follow the program.
3 6	Will Proposed	Yes

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Table 4: Marketing Plan (100 Points)

#	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative sample of your marketing materials (if applicable) in the document upload section of your response.	Developing a marketing strategy for complex programs such as Sourcewell requires both internal sales deployment and external customer-facing efforts. Internally, TriMark's first priority is ensuring our teams are educated on the program and equipped to communicate its value. As we expanded our Sourcewell presence nationally in 2025, this required coordinated education across our divisions. We worked closely with our Sourcewell administrator to update materials, align messaging, and redeploy program resources so that our Sales Executives and account teams could effectively engage customers. From a customer-facing perspective, TriMark has developed and deployed a suite of marketing materials, including Sourcewell-specific flyers, toolkits, and supporting collateral that clearly identify the contract and program number. Sourcewell is also integrated into the TriMark USA website and is accessible through the Sourcewell portal, providing participating entities with a direct path to TriMark's capabilities. Our Sourcewell award will continue to be promoted across our corporate and divisional web platforms to ensure consistent visibility. TriMark will further support the program through targeted marketing and field engagement. This includes planned campaign initiatives to highlight key vendor partners and program enhancements, as well as ongoing monthly and quarterly communication that can be utilized by our sales teams and shared directly with customers. These efforts are designed to reinforce awareness and support adoption of the Sourcewell contract in the field. In addition, TriMark maintains an active presence at regional and national industry events, including trade shows such as the School Nutrition Association Annual National Conference, with multiple events already scheduled for 2026. These events provide opportunities to engage directly with existing and prospective Sourcewell members, demonstrate program capabilities in person, and support consultative discussions around customer needs. TriMark also participates in regional meetings and is exploring collaboration with complementary contract vendors to identify opportunities for cross-promotion and expanded program reach. Representative samples of marketing materials have been included in the document upload section.
38	Describe your use of technology and digital data (e.g., social media).	TriMark utilizes a combination of digital platforms, analytic tools, and structured marketing processes to enhance marketing effectiveness and customer engagement. Our marketing team maintains an active and growing presence across major social media platforms, supported by internal guidelines, approval workflows, and communication toolkits that enable consistent and compliant messaging across our national organization. Content is developed and deployed regularly to highlight company capabilities, industry insights, and key partnerships, including programs such as Sourcewell. TriMark also leverages website analytics and digital tracking tools to better understand customer

edia, metadata usage) to enhance marketing effectiveness.	engagement and interaction with our online content. This includes the use of cookies and related technologies to collect aggregated data on website usage, navigation patterns, and content performance. These insights inform ongoing improvements to our digital presence, marketing campaigns, and customer outreach strategies. In parallel, TriMark has launched a broader IT and data transformation initiative focused on improving data integration, reporting, and customer experience. Key objectives included developing a more unified platform to support streamlined ordering, invoicing, and fulfillment processes, as well as enhancing visibility into customer activity and preferences. These capabilities support more informed decision-making and enable TriMark to refine its marketing approach over time. Together, these efforts allow TriMark to align its marketing activities with customer behavior, improve communication effectiveness, and support stronger engagement with both existing and prospective customers.
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?	Sourcewell is many things to TriMark in this relationship. Administration, education and support are the primary drivers. We understand that Sourcewell is not a sales engine but manages the program. This is an important distinction but they are a sales enabler in many ways that we take full advantage of. Here are a few examples of how we exercise the program. 1. TriMark leans heavily on the expertise of four administrators Jim and Jessica to support education of our sales teams supporting the Sourcewell program. Understanding and education is key. 2. We also consider them the matter experts. TriMark fully engages our admins when clients have any questions on the program or contract. This is a pivotal part of the relationship and an understanding which is key to our success. 3. Support collaboration across Sourcewell approved vendors. TriMark and Sourcewell are seeking some strategic introductions in the ice cream markets. There are approved vendors on contract. TriMark can sell equipment into these locations who have food service. Together we can fully penetrate the customer with all aspects of Sourcewell programs. It's a win-win. Of course, the program maintenance and review of key strategic changes. We had such a change in 2025. I chose to add additional TriMark affiliates to the contract to expand our reach with Sourcewell across the country. Jim assisted with the facilitation of the amendment and further education for the new sales force.
4. Are you or Solution Savant available through an e-Procurement or Commerce ordering process? If so, describe your system.	TriMark currently supports electronic ordering through a combination of division-level platforms, electronic order entry, and EDI integrations, which are utilized by national and institutional customers to streamline procurement and manage standardized product assortments. TriMark is actively rolling out a unified Enterprise Digital Commerce platform through a phased, division-by-division deployment. This platform is designed as a B2B e-Commerce marketplace built on a Shopify-based architecture and integrated with TriMark's ERP and master data systems. It will provide governmental and educational customers with a more robust and user-friendly digital procurement experience, including customer-specific catalogs, contract pricing, bulk ordering and re-ordering capabilities, and role-based account structures with approval workflows. Additional capabilities include real-time inventory visibility, order tracking, configurable product catalogs, and multiple fulfillment and shipping options. The platform also supports punchout catalog functionality and integration with customer procurement systems, enabling seamless alignment with existing e-Procurement workflows. Governmental and educational customers currently utilize TriMark's digital capabilities through

em(s) and provide one(1) example of how government landed education al costomers have used them.	structured order guides and electronic ordering processes, particularly in multi-site environments where compliance and consistency are critical. For example, customers can leverage predefined product assortments and managed ordering processes to standardize purchases across locations while maintaining visibility into orders and spend. As the Enterprise Digital Commerce platform continues to be deployed, these capabilities will be further enhanced through direct online ordering, an improved user experience, and expanded integration options. TriMark's investment in digital commerce is focused on making it easier for customer to procure products, manage orders, and maintain compliance within their existing procurement frameworks.
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

#	Question	Response *
41	Describe a product, equipment, maintenance, or operation training program that you offer to Source well participants.	TriMark works closely with the customer through the EQ or product vetting process to establish needs, adaptability and operator expectations in use of these items. This is especially important when new equipment is being chosen and installed. TriMark can provide suggested options for staff cleaning schedules, routine maintenance and more structured maintenance programs. With every installation, TriMark provides EQ sheets. These are vitally important because they outline the manufacturer's specifications for technical details, performance requirements, and standards associated with a specific item or product. This document will be used to ensure proper use and often provide important reference information. Furthermore, to accompany this information, manufacturers will provide cleaning and maintenance schedules for the operator to incorporate into their regular cycles. All of these things are important distinctions reviewed prior to purchase to vet the usability and functionality of the unit before replacement. If the staff is ill-equipped to operate and maintain this new piece of equipment, perhaps training is required or we seek something that requires a less skill set. All things to consider. In the event training is needed or required, TriMark will work closely with both the manufacturer and local representatives to schedule both pre-purchased demos and post-sale training designed to maximize familiarity and comfort with a new piece of equipment. Most manufacturer's, and their representatives, employ chefs who will assist with menu development, testing and programming recipe to achieve consistency and productivity. These types of opportunities can often be accomplished on site with the customer but often that is not possible to send a large piece of equipment for testing. TriMark often hosts customers at one of our many divisional test kitchens. If preferred, a manufacturer may host the customer to a sponsored culinary clinic or to join the manufacturer's representative test kitchen location in their market. A rare opportunity, but one worth mentioning, is a test unit. When taking on a major change, perhaps deploying a new innovative piece of equipment, it may make sense to opt to request a loaner or test unit. These can be provided at no charge depending on the size of the opportunity. Moreover, if a manufacturer has a unit that can be utilized, there may be shipping to/from and potentially a cleaning fee etc. In some instances, it may look like a test run at your facility with a manufacturer representative for a 4 or 6 hr demo to get through a meal period or something. These opportunities are not plentiful but TriMark can assist the operator with such a request. Lastly, many manufacturers will provide some, or all, of these services at no additional cost to the customer. However, there are manufacturers that provide a price schedule for the level of support.

		port the operator needs right up front. The fees are based on the complexity of the equipment, the locality of the operator and the amount of visits required. After consulting with the customer, if a charge is required, TriMark will add this to the quote based on the Ancillary rate in the pricing agreement.
4	Describe any technological advances that you proposed. Solutions offered.	Food service equipment manufacturers constantly update products to incorporate the latest innovations in design, function, and technology. Some recent examples are: Healthcare: sent to DNX K-12 Turbo Air High speed, fast bake ovens - reduce cooking time leading to higher productivity and efficiency. High efficiency fryers with oil recovery systems that significantly reduce the consumption of oil, reducing costs and increasing profitability. Induction cooking - provides the most efficient transfer of energy and allows more flexibility in locating cooking and serving locations Ventless technology for cooking equipment and ware washing equipment - allows for use of equipment where a traditional ventilation system would have been unfeasible.
4	Describe any "green" initiatives that relate to your company or to your Solutions and include a list of the certifying agency for each.	TBD sent to Scot B TBD sent to DNX TBD sent to Turbo Air
4	Identify any third-party issue, decolabels, 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	TBD sent to Turbo Air

tyfactors.	
4Whatunique 5attributes doesyour company,yo urproducts ,oryourse rvicesoffert oSourcewel lparticipa tingentitie s?	TriMarkcontinuestobuilduponourlegacywithourconsultativeandservicebasedapproachto Design,EquipmentandSupplies.Wearenationalbutexecutelocallythroughlong-standingtenuredrelationshipsineverymarketacrossthecountry.Ourcollective125yrsinbusi nesshasbuiltastrongfoundationbutwekeepevolvingwithourcustomersneeds.Itwasnotlon gagothatourcustomerswereaskingformoredesigncapabilities.WeinvestedinCAD,Revita ndIRtechnologytomeetthedemandsofmoresophisticatedcustomers.Manyoperatorswere seekingassistancepost- salewithserviceandpreventativemaintenance.Sowetookasuccessfulprograminexistence foryears intheSouthandareexpandingnationallytorespondtotheirneeds.MoreandmoreTri Markwashearingthatice,milkcoolersandotherswerebecominghardertosourceviarentalpr ograms.TriMarkhasbeenoperatingsuccessfulicemachinerentalsfortransportationmuni ci palitiesfor years.Nowweareparlayingthatintoanationalprogramacrossmanyleadingmanuf acturerpartnerstoprovidesolutionsforalltypesofcustomers.You'llnotethattheseenhanced offeringsareuniquelypartoftheSourcewellprogram. Oursalesforcehaslongbeenlaudedastheindustrybesthavingwonmanyawardsovertheyea rs,asignificantpresencewithCFSPandrepresentingthebestofE&Svendorrelationships.W hatisfantasticisthebreatheofcoverageandresourcesthatTriMarkdeploysto.Oursalesteam has significantpresenceata ll industryshowstocontinuetolearnandfindinnovativesolutions forourcustomers.TriMarkalsohasasignificantrelationshipwiththeMiddlebybrands.Wesent morethan400peopleto2+daystrainingeventsattheirDallasMIKtrainingcenter.Weutilizethe localreptainingresourcesatthedivisionlevelbyhostingmonthlysalesmeetingandcustomer ridealongstofosterpartnershipsandcontinueknowledge.Allofthistranslatestoourlevelofco mmitmentandservicetoourcustomers.Wearemorethanasalesforce.Wedrivevalue,solutio nsandefficienciesforourcustomers. Thereareothersinthemarketplace.TriMarkisthelargestbrickandmortarforareason.We'veb eenonthe cuttingedgeofE&Sforyearsdrivingaconsultativeapproachtoourbusiness.Wetrul yprovidea"turnkey"experiencebyofferingservicesthatincludemenudevelopment,spacean d layoutdesign,equipmentspecificationandprocurement,projectmanagement,deliveryan d installation,equipmentdemonstrationandtraining.Wetake theprojectfrominceptiontocom pletionandemployateamofexpertstoassistthecustomerallalongtheprocess. Ournationalfootprintandmultiplewarehouseshelptoprovidetimelydeliveryofproductstoour customers

Table 5B: Value-Added Attributes

#	Question	Certificatio n	Offer ed	C o m m e n t
4 6	SelectanyWomenorMinorityBusinessEntity(WMBE),SmallBusinessEntity(SBE),orveteranownedbusinesscertificationsthatyourcompanyorhubpartne rshaveobtained.Uploaddocumentationandalistingofdealerships,HUBpartn ersorre-sellersifavailable.Selectallthatapply.		Yes No	N/ A ●
4		MinorityBusi		N/

7		nessEnterpr ise(MBE)	Yes No	A	*
4 8		WomenBusi nessEnterpr ise(WBE)	Yes No	N/ A ☐	*
4 9		Disabled- OwnedBusi nessEnterpr ise(DOBE)	Yes No	N/ A	*
5 0		Veteran- OwnedBusi nessEnterpr ise (VBE)	Yes No	N/ A ☐	*
5 1		Service- DisabledVet eran- OwnedBusi ness (SDVOB)	Yes No	N/ A	*
5 2		SmallBusin essEnterpri se(SBE)	Yes No	N/ A ☐	*
5 3		SmallDisad vantagedBu siness(SDB)	Yes No	N/ A	*
5 4		Women- OwnedSmal lBusiness(WOSB)	Yes No	N/ A ☐	*

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

Provide detailed pricing information in the questions that follow below.

#	Question	Response *
5	Describe your payment terms and accepted payment methods.	TriMark standard payment terms are Net 30 days. To be considered for a account with terms, a credit application must be provided. Also any tax exempt information must be provided at account set-up if applicable. All applicants are subject to TriMark USA Credit Terms, Policies and must meet criteria as specified therein. Our T&C language is p

	rovidedthrougheveryquoterequestandcanalsobeprovidedviaPDF. Lastly, TriMarkpridesitselfonourcustomerrelationships. Largeprojectphasegatepaymentsandfindingcreativesolutionsforcustomersiswhatwedoeveryday. Thekeyisadvancecommunication. We can addressspecificcustomerneedswithourfinanceddepartmentatanytime. TriMark'sstandardpolicyistorequesta50%depositforequipment, customerrequestsandlargescaleinstallations. Ifthisisrequired, yoursalespersonwoulddisclosethishroughthequoteprocess. Financechargesof1/5%permonth(18%APR)orthemaximumratethatanapplicantmaylawfullycontracttopay, whicheverisless, onanypayment Sellerconsiderspastdueuntilcollected. Acceptedpaymentmethodsincludecheck, ACH, wiretransfer. TriMarkdoesacceptcreditcardsbuttransactionalratesdoapply. Itwillrequirepre-authorizationandaratedisclosurepriortofacilitation.
5 Describe any leasing or financing options available for use by educational or governmental entities.	TriMarkhasapartnershipwithCentraFundingforleasingrequests. Ifthereisinterest, yourTriMarksalespersonwillfacilitateanintroductiontotheirsupportteam.
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.).	TriMarkrequiresavalidPurchaseOrder, SignedTriMarkquotewithadoptionofourT&C languageandifapplicable signed drawings from all Sourcewell customers.
Upload all template agreements or transaction documents which may be proposed to Participating Entities.	AllquotessubmittedbyTriMarktoSourcewellcustomerswillbeonastandardQuotationFormandwillhavethisstatementregardingtheTerms ofSale: "ThisQuoteshallbesubjecttoTrimark'sTermsofSale http://www.trimarkusa.com/SiteMedia/SiteResources/Term/TriMark-Terms-and-Conditions-of-Sale.pdf , whichareincorporatedhereinbyreference. AnyspecificcustomertermswithinthePurchaseOrderwillbereviewedandapprovedbyTriMarkpriortotheorderbeingplaced. Ifthereareanycontraryelements, TriMarkwilladdressthoseimmediatelywiththecustomerasnottostalltheorderprocess.
5 Do you accept the P-card/credit card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, with advance notice, TriMarkwillacceptP-cards, Visa, MasterCard, American Express, and Discover. Facilitationrequiresanelectronicformtobesubmittedforthisprocess. Thereisalso a market-based transaction fee which will not be disclosed until the request is facilitated. Market rates will fluctuate over the course of this contract. Arequest will facilitate the current applicable APR which is a pass-through to Sourcewell members.
5 Describe your pricing model (e.g., line-item discounts or product-category discounts).	The Sourcewell-TriMark program is offered as a discount off list price with an intent to exceed component to reflect a competitive market-based price point. The advantage to this pricing method is that TriMark negotiates pricing with our manufacturer partner on behalf of the business opportunity with Sourcewell. For large scale installations, big volume purchases and launch/rollouts; TriMark may be able to negotiate a more competitive price with the manufacturer and pass that advantage off to

elltoconsideraspartofyourRFPresponse. Ifapplicable,provideaSKUforeachiteminyourproposal.Uploadyourpricingmaterials(ifapplicable)intothedocumentuploadsectionofyourresponse.	theoperator. Pricingwasdevelopedwithourstrongmanufacturerpartnerships,buyinggroupaffiliationsandTriMark'sownopportunitytobundlepurchasinginitiativesthruourcategorymanagementteam.
6 Quantifythepricingdiscountrepresentedbythepricingproposalinthisresponse.Forexample,ifthepricinginyourresponserepresentsapercentagediscountfromMSRPorlist,statethepercentageorpercentage range.	TriMarkisprovidingmorethan800manufacturerandservicebasedprogramsforSourcewellcustomers.Thisalsoencompasses10softwaresandsoftwareproducts,skusandaccessorieswithintheprogramoffering.To createeaseforSourcewellcustomers,TriMarkusesamanufacturediscounthierarchyforthemajorityofthisprogram.Asnottoofurthercomplicateit,TriMarkhasalsoused discountsbymanufacturerbyproductcategory.Productclassificationscangetcumbersomebetweenasmallwareandequipmentitem.Wenegotiatedeasewithourmanufacturepartnerswithaonecompetitivediscountmentality.Exceptions tothisrulearebasedmainlyinEQserviceprogramswhereafixedorhourlyrateisreferenced. Again,theSourcewellmemberpricewillnotexceedthecontracteddiscount.Acomprehensivematrixdetailingthediscountsandproductcategoriesbymanufacturerwillbemadeavailable.Notethatsomeofthemanufacturerslisteddonothaveapublishedlistpricesincetheirproductsaretypicallycustom-madeforeachindividualapplication.Theseincludedmanufacturers that produceventilationhoods,walk-incoolersandfreezers,customservinglines,customstainlesssteelfabrication,etc.Sincethereisnopublishedlistprice,wewillprovideacustomquote for these items as noted in the price file. ***SeeAttachmentforDetailedDiscountMatrix***
6 Describeanyquantityorvolumediscountsorrebateprogramsthatyou offer.	Therearenorebateprogramsavailable.TheSourcewellprogram discountsreflecta0%(List)to75%offmanufacturer'spublishedlistprice. In some instances, TriMark maybe able to negotiate additional manufacturer discounts on behalf of Sourcewell customers thru large project, volume or launch/rollout opportunities.
6 Proposeamethodoffacilitating“sourced”productsorrelatedservices,whichmaybereferredtoas“openmarket”itemsor“non-contracteditems”.Forexample,you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Pricingforanymanufacturer not listed on the discount matrix will be provided by a quote upon request. Ancillaryproductsandserviceswillbeprovidedatcost+15%. AncillaryProductandServiceExamplesare: ProjectManagement FreightandLogistics ConsolidationandStorageReplacementpartsFurniture Linens Uniforms Aprons LaundryEquipment SafetyFlooring

	Temperature Monitoring All Others
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.	Acquisition costs not specifically detailed in this proposal are situational by nature. TriMark would handle this type of occurrence in a consultative and fee-based manner in direct relation to the specific needs of the situation. Example: TriMark is informed by the facility manager or architect that the customer is having an issue with an unforeseen floor installation issue which will delay the project for several weeks to a month. This has pushed back TriMark's ability to deliver and install their kitchen equipment. If the equipment is en route from the manufacturer, TriMark will coordinate with the carrier to reroute the shipment for storage. This can be facilitated in several ways and would be based on availability. We could reroute the product to our distribution center if space is available, we could also direct it to a 3PL holding facility close to the customer or we may need to rent trailers on site for storage either at the customer's location or at a TriMark location until the delivery can be rescheduled. Related costs: to reroute, receive, warehouse, stage, and deliver the order would be considered and addressed with the customer. Pricing would be reflective of order size or # of pallets for storage considerations and other costs + rates as outlined for any hard costs incurred by TriMark.
6 If freight, delivery, or shipping is an additional cost to the Source well participating entity, describe in detail the complete freight, shipping, and delivery program.	Where a local delivery is possible, Freight will not be charged unless special handling, lift gates or white glove delivery is required. TriMark quotes freight by request as is stated on every quote we execute. In the instance where freight is required, TriMark will add this line item to the quote for approval. When the order is placed, TriMark will prepay the charges with the manufacturer and add these costs to the customer's final invoice. All freight will follow the pricing structure outlined for Ancillary Items. In some cases, TriMark's relationship with manufacturers can negotiate free shipping or reduced freight rates on many product lines. In these cases, the cost savings will be passed along to the Source well member. All applicable freight charges will be quoted upon request as stated on every quote produced by TriMark.
6 Specifically describe freight, shipping, and delivery terms or program available for Alaska, Hawaii, Canada, or any offshored delivery.	For shipments to Alaska, Hawaii, Canada, or offshored location; TriMark would provide shipping estimates to a freight forwarder at the nearest port of entry to the contiguous USA.
6 Describe any unique distribution, delivery, and/or deployment methods or options offered in your proposal.	Products requiring technical expertise to properly install and calibrate, such as warewashing equipment and combiovens, may be shipped directly from the manufacturer to the factory authorized installer for delivery. Additionally, large projects typically require consolidation of equipment to a storage facility for later delivery by a TriMark or third party authorized installation partner. For large scale small ware packages or scheduled rollouts, TriMark can provide a number of supportive solutions depending on the product(s) and locations such as warehouse check-ins, phased gated delivery schedules and local market optional route windows for ease of receipt. We can often get creative to provide a solution for a customer.
6 Specifically describe any self-audit process or program that you	Management of the Source well offering starts well before the reporting function. We drive program compliance through education, training, use of

lantoemploytoverifycompliance withyourproposedagreementwithSourcewell. ThisprocessincludesensuringthatatSourcewellparticipatingentitiesobtaintheproperpricing.	marketingmaterialsandoversight.OurdedicatedsalesforcehasattendedmorethanadozenSourcewellsupportedmarkettrainingeventsas sureknowledgeandprogramcompliance.We havealso workedwithourSourcewelladminstosecureagencylistsby markettobetteridentify customersandalignment.This hasbeenveryhelpfulto thwartingissues inthefield.SalesisthenpreparedtospeakonourSourcewellprogramrightoutofthegate.. AllSourcewellcustomersandsalestransactionsareidentifiedinourdivisionalERPswithflagging.This isforaccuracy,visibilityandadherenceto theparticularsoftheprogram. OurnewIT/DatainfrastructurewillcreateanEDIinternaldigestedfeed anddashboardto furthertrackandreportquarterlysalesinamoreefficientmanner.Wewillalsobeabletoself-auditthattheproperpricingwedeployedaswellasadminfeepaid.This willbehelpfulinthosesituationswherestatesrequiretheirowntransactionfeeandweworkwithSourcewellto identifythosesituations. Lastly,TriMarkcreatedaprojectandlargesalemonitoringtoolwhichishandledbyourcorporateanalystteam. Everyquoteover\$25Kgoesthroughthisvettingprocesstobesurethatallprogramsareadheredto.
Ifyouareawardedanagreement,provideafewexamplesofinternal metrics thatwillbetracked tomeasurewhether youarehaving success withtheagreement.	First,wewillbeseekinghit ratesandpenetration identifiers thru theagencylists. Eachmarketsalesmanageris responsiblefora "goget"list and deploymentwiththeirsalesteams. Theseconversationsarehappening monthly. Wewillalsouse theabovedatabasetoidentifylaggingcustomers.WewanttosellthroughtheTriMarkportfoliothroughtheSourcewellprogram. Havingaone-timesaleisnotoptimal. Reviewingtrendswithcustomers, touchingthemailto fosterrelationshipsand additional salesiskey. Ialsobestandardquarterlyreviewreview We canalsouse transactionalbenchmarkingfortimedapproach to new equipment, serviceand budgetary opportunities. Lastly,areviewofsalesdatawithourCategoryManagementteamsiscrucial. Wewanttobesurethatweareremainingourprograms, offering additional savingsopportunitieswhereavailablebasedonvolumeand addingnewitemsto theprogramwhenavailable.
Providea proposedAdministrative Fee payabletoSourcewell. The FeeisinconsiderationforthesupportandservicesprovidedbySourcewell. TheproposedAdministrative Fee willbepayabletoSourcewell onallcompletedtransactionsto ParticipatingEntitiesutilizingthis Agreement. TheAdministrativeFee willbecalculatedasastatedpercentage, orflatfees maybeapplicable, ofallcompletedtransactionsutilizingthisMasterAgreementwithintheprecedingReportingPerioddefined	1.5%

nedintheagreement.	
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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.	TheSourcewell-TriMarkprogramisofferedasadiscountofflistpricewithanottoexceedcompone nttoreflectacompetitivemarket-basedpricepoint.TheadvantagetothispricemethodisthatTriMarknegotiatespricingwithourmanufacturerpartneronbehalfofthebusinessopportunitywithSourcewell.Forlargescaleinstallations,bigvolumeurchasesandlaunch/rollouts;TriMarkmaynegotiateamorecompetitivepricepointwiththemanufacturerand passthatadvantageofftotheoperator.

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

#	Question	Response *
7	Provideadetaileddescription ofthedepthand breadthofalltheSolutionsofferedintheproposal.	TriMarkisthe2ndlargestEquipmentandSuppliesdealerinthecountry.Inthat,wehaveprovidedasubstantivearrayofproductsandservicesforeverytypeoffoodserviceneedacross allcategoriestherein.Theequipmentsideoftheprogramreflectsmanufacturersinpreparation,production,cooking,innovativecookingunits,warming,serving,holding,refrigeration,freezers,transport,,ware-washing,ventilation,firesystems,fans,filtersandpollutioncontrolequipmentacrosslarge andsmallpartnerofferings.Don'thaveafacilitiesteamtoassistwithyournewpurchase?Tri Markoffersdockdroptofullinstallationforallequipmentpurchases.Ourprogramalsofocusesonanarrayofbestinclasssmallwarespartners.ThesemanufacturersdevelopChina,Glassware,Flatware,tabletopaccessories,suppliesforproduction,cooking,servingandplatingforyourcustomers.Thescopeoftheseitemscrossoverbackofthehouseintothe frontofthehouseandeverythinginbetween.Wealsohavedisposableoptionsforthosesupporting TOGOprogramswhichrequirepackagingforretailorinternaluseitemsaswell.WealsoofferselectmanufacturerswithCUSTOMitems.Weworkdirectlywiththeclienttofacilitateaproductthatsuitstheirneedsexactly.TriMarkalsooffersasuitedEquipmentcompanionorcomplimentarysuchasEQrentals,Budgetaryreview,service,preventativemaintenance, Leasingandprojectmanagementprograms.Lastly,regardless ofwhattypeoffoodserviceop eratoryouare,TriMarkcanprovideyoueverythingyouneedforsuccess.Infact,TriMarkcan provideyoueverythingbutthefood.
7	WithinthisRF Pcategoryther emaybesubcategoriesofsolutions.Listsubc ategorytitlesthatbestdescribeyourproduct sandservices.	TriMarkhasyoucoveredineverythingfoodprep,cooking,storageandservingacrossBOH andFOHneeds:(backandfrontofhouse) FoodPreparationEquipment:Mixers,slicers,foodprocessors,blenders,worktables,and sinks. PrimaryCookingEquipment:Ranges,fryers,ovens(convection,pizza,rack),broilers,grid dles,kettles,steamers,refrigerationandIceMachines:Reach-in/walk-inrefrigeratorsandfreezers,preptables,undercounterrefrigeration,andicemakers.

	Serving and Holding Equipment: Steam tables, buffet equipment, chafing dishes, hot holding cabinets, and pizza warmers. Warewashing, Waste Handling, Safety items, Dishwashers, sinks, garbage, recycling units, fire extinguishers, and first-aid kits. Storage and Handling: Storage containers, Shelving units, storage racks, utility carts, cage and bins. Smallwares and Tabletop: Cookware (pots/pans), utensils, prep/chef knives, dinnerware, glassware, serving vessels, cutlery and accessories, . Disposables: Beverage, To Go programs, Retail Packaging, Kitchen disposables and catering programs.
7 Describe how your company will handle supply-chain issues, product substitutions, and special order products.	TriMark actively manages supply chain challenges through close coordination with manufacturer partners and internal category management teams. This enables early visibility into potential disruptions, pricing changes, or product availability issues, allowing TriMark to proactively communicate with customers and recommend appropriate solutions. With a national distribution network, TriMark can often mitigate supply constraints by sourcing product across divisions or identifying alternative inventory locations. When products are delayed or unavailable, TriMark's sales and design teams provide comparable substitution options aligned with performance, specifications, and customer requirements. Where appropriate, TriMark may engage manufacturers directly with the customer to review alternatives, conduct demonstrations, or validate revised specifications. Special order and custom products are managed through a structured review and approval process. These items may require additional lead time, deposits, or manufacturer-specific terms due to their customized nature. TriMark coordinates closely with customers, manufacturers, and project stakeholders to ensure specifications, timelines, and expectations are clearly defined prior to order placement.
7 Describe your design service offering, if available. Associated costs/fees must be clearly identified in your pricing proposal.	The TriMark value proposition is: Designed, Delivered, Installed, and Service. We employ more than 30 designers across the country. TriMark provides food service design and equipment planning services to support customers from initial concept through project implementation. These services focus on kitchen layout, workflow optimization, and equipment specification to align with operational needs and project goals. TriMark's design team utilizes tools such as CAD and 3D modeling to develop schematic layouts, equipment plans, and visual renderings. These materials are intended to support planning, coordination, and decision-making throughout the project lifecycle. TriMark also works closely with customers, architects, engineers, and other project stakeholders to ensure alignment between food service requirements and overall building design. TriMark's design services do not replace licensed architectural or engineering services and are provided in support of, and in coordination with, the project's design professionals. Final construction documents, permitting, and code compliance remain the responsibility of the appropriately licensed professionals. Design services are scoped based on project requirements, and any associated costs are clearly identified within the project proposal or pricing structure. TriMark can facilitate schematic, conceptual and innovative designs, programming, 3D renderings, assist in change management, create prototypes, construction documents, coord

	inationwithequipmentsourcing/orderingandproviderolloutplaybooksforthecustomer.
75 Describe your installation process and how it is managed from product order to completion.	TriMark supports a range of installation services, from delivery and placement to coordinate a full installation, depending on project scope and customer requirements. Installation is managed through a structured process beginning with project planning, where TriMark works with the customer to define installation needs, responsibilities, and sequencing. TriMark utilizes in-house installation teams where available and may also coordinate with manufacturer representatives or authorized third-party installers when specialized expertise is required. For certain equipment types, manufacturers may provide installation services directly to ensure compliance with product specifications and warranty requirements. TriMark's project managers coordinate across all parties—including contractors, subcontractors, and customer teams—to ensure proper execution, scheduling, and communication throughout the installation process. Installation services are customized per project and are quoted accordingly based on scope, equipment, and site conditions. 76. TriMark provides repair and service support through a combination of in-house service capabilities and authorized third-party service providers, depending on geography, equipment type, and manufacturer requirements. Service coverage is supported in established markets and continues to expand as TriMark grows its service network. Service scope and availability are typically defined during the quotation and project planning process, where TriMark works with the customer to align on equipment coverage, service expectations, and appropriate service providers. Depending on the manufacturer and warranty requirements, service may be performed by TriMark technicians, manufacturer-authorized providers, or the manufacturer directly. Service requests may be initiated through the customer's assigned Account Executive, TriMark's service channels, or designated service contacts. Requests are routed to the appropriate service provider for scheduling and resolution, with TriMark coordinating as needed to ensure alignment with project requirements and customer expectations. TriMark offers service programs in select markets that may include preventative maintenance and repair support. These programs are structured based on customer needs and may include defined service benefits such as prioritized response and bundled labor and parts coverage, subject to program terms and availability. Warranty and non-warranty service are handled in accordance with manufacturer requirements. Warranty service is typically performed by authorized providers to maintain compliance, while non-warranty service may be supported through TriMark or third-party technicians. All applicable costs, including labor, parts, and travel, are defined and communicated during the quoting process.
76 Describe how you provide repair and service support for Sourcewell solutions offered under a result in agreement. Explain your role, how service requests are initiated and managed, warranty and non-	TriMark Service has provided a discounted hourly rate for Sourcewell members in the current coverage markets. As TriMark expands our Service Program network, we look forward to taking queues from Sourcewell as to areas needed. Currently the TX, GA and Florida areas are well-established with knowledgeable technicians. However, other areas like California, North East, Mid West are still ramping up and the coverage is less dense. The service request starts first with alignment through the quote process with the initial customer inquiry. The salesperson, not me, would work directly with the service team to define a market availability, equipment alignment and after validation we would price out the opportunity under the Sourcewell program. Vetting is not just the geographical market. The type of equipment or manufacturer can also influence the service provider that must be used. An example would be Turbo Air who has their own technicians for most markets. TriMark would work closely with Turbo Air to determine if an extended manufacturer warranty is more suitable for

warrantyrepair processes, and coverage for parts, labor, travel, and service areas.	his application vs working with TriMark directly. That being said, if the customer facilitates the TriMark Service Program, they could either reach out to their salesperson, use the service # or the service email to facilitate a request. Main Service Phone: 1-800-777-5070—Option #2 Main Service Email: South_texasdispatch@trimarkusa.com
Associated costs/fees must be clearly identified in your pricing proposal.	Our TriMark Service agreement provides the following advantages: No surprise repair costs—all labor and part repairs are covered. Priority service, with no additional fees for same day repairs where applicable. Includes all Preventative Maintenance Benefits. *see program overview for further details*

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
7	Commercial-grade kitchen and food service equipment and appliances.		Yes	We have long standing ability and success in providing EQ to K-12. They are often tasked with budgetary concerns, short windows for seasonal deliveries and often lack facilities to assist with project management. TriMark has been providing everything from basic salad bars, walk ins, hood systems, cold room production kitchens and everything in between. We can also provide for summer program ice machine rentals, commercial laundry and ware washing equipment. Lastly, we offer a full suite of service options from warra

			ntythroughlifecycleassessments.
7 8	Components,accessories ,andpartsforthecommercial- gradeequipmentandappli- ancesdescribedabove.		Y e s N o Duringtheorderprocess,wewillconsultatively ysuggestadditionalcomponentsandaccess oriesbasedonthecustomersneeds.Insomec ases,theycanbeaddedthereafterbutmostlyt heywillbeprovidedinthequoteprocess.Wear ehappytoprovidereplacementparts.Weofte nwillworkwithfacilitiesmanagementdepartm entstoorganizecommonreplacementslikefilt ersetc.
7 9	Foodservicesmallwares,t ools,dispensers,supplies, andfurnishingsdirectlyrel atedtoandsupportingthep roposer'sofferedolutions inline77and78above.		Y e s N o InourEQvettingprocesswewillconsultatively discusswiththeoperatorwhattheirneedsare. Forinstance,theymaybepurchasinganewsa ndwichstationforanewmenu.Perhapstheyn eedadifferentpanconfigurationtosupportallo ftheingredients.Wecansupplythetableandth epans,spoodles,dishers,tongseverythingto makethatunitfullyoperablefortheirmenu.We don'tjustselltheequipment,wesellasolutiont osupportthefoodthatyou'remaking.
8 0	Equipment- relatedservicesdirectlyrel atedtotheacquisition,insta llation,operation,servicing ,andupkeepofthepropose r'sofferedolutionsinline7 7and78above,includingd esign,installation,removal ,disposal,inspection,repai r,maintenance,training,an dsupport.	Servicesexcludedfromthi ssolicitationincludegener alconstruction,remodelin g,andbuildingsystemswo rk(includingelectrical,plu mbing,HVAC,andhoodor firesuppressionsystems), exceptasincidentalandne cessarytoinstallorservice theofferedequipment.	Y e s N o TriMarkwillprovideDesign,servicedesign,dr op,deliverandsetandfullinstallation,limitedtr aining,repair,preventativemaintenanceprog ramsandmore.However,wearenotaGCbutd oworkincompanionwiththemtoexecutethepr ojectfortheclient.

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 No	TriMark is 2nd largest dealer of commercial equipment in North America. The first in custom E&S. If you are in the food service business, we can help. A firehouse that needs a new stove, a state convention center that needs new banquet equipment for a healthcare facility that needs a help with patient feeding; TriMark can do it all.
82	Components, accessories, and parts for the commercial-grade equipment and appliances described above.		Yes No	During the order process, we will consultatively suggest additional components and accessories based on the customer's needs. In some cases, they can be added thereafter but mostly they will be provided in the quote process. We are happy to provide replacement parts. We often will work with facilities management departments to organize common replacements like filters etc.
83	Food services smallwares, tools, dispensers, supplies, and furnishings directly related to and supporting the proposer's offered solutions in line 81 and 82 above.		Yes No	One of the unique things about TriMark is our consultative approach to working with customers. Food service customers have many needs across storage, production, service and ultimately creating experiences for their customers. We are not just order takers. Whether providing consultation to Canteen services for a new bar program, working with Prisons for yield production management serving tools or providing a new casino floor glassware program, TriMark has all of the products and knowledge to support the customer with their vision. TriMark is a leader in opening package and rollout management as well. Success can be replicable with TriMark across municipalities and multi-units to harness success and continuity. We accomplish this through partnership with the customer.
84	Equipment-related services directly related to the acquisition, installation, operation, servicing, and upkeep of the proposer's offered solutions in line 81 and 82 above, including design, installation, removal, disposal, inspection, repair, maintenance, training, and support.	Services excluded from this solicitation include general construction, remodeling, and building systems work (including electrical, plumbing, HVAC, and hood or fire suppression systems), except as incidental and necessary to install or service the offered equipment.	Yes No	Correct. TriMark will provide a full service design, installation, training, repair, preventative maintenance programs and more. However, we are not a GC but do work in companion with them to execute the project for the client.

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](#) - 2026 Sourcewell RFP Discount Schedule - CUSTOMER FACING - FINAL.xlsx - Tuesday April 07, 2026 13:51:49
- [Financial Strength and Stability](#) - FINANCIAL INFO RFP 2026.zip - Sunday April 05, 2026 21:29:27
- [Marketing Plan/Samples](#) - MARKETING MATERIALS (2).zip - Sunday April 05, 2026 23:02:44
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - TRIMARK SUPPORTIVE DOCUMENTS.zip - Tuesday April 07, 2026 11:01:55
- Requested Exceptions (optional)
- [Upload Additional Document](#) - TRIMARK SUPPORTIVE DOCUMENTS (3).zip - Tuesday April 07, 2026 14:46:01

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. - kathy drew, VP Business Development - GPOS, TriMark USA

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